

**FIRST AMENDMENT TO THE
ASSET PURCHASE AGREEMENT**

THIS FIRST AMENDMENT ("*First Amendment*") is effective as of January 24, 2018 (the "*Amendment Effective Date*"), by and among CIRCULATORY CENTERS OF AMERICA, LLC, a Pennsylvania limited liability company, THE CIRCULATORY CENTER OF PENNSYLVANIA, INC., a Pennsylvania corporation, THE CIRCULATORY CENTER OF OHIO, INC. an Ohio corporation, THE CIRCULATORY CENTER OF WEST VIRGINIA, INC., a West Virginia corporation, each of the foregoing by and through Natalie Lutz Cardiello, in her capacity as Chapter 11 Trustee, and GEMINI HOLDINGS INC., a Pennsylvania corporation, (collectively, "*Seller Parties*") and MVC MSO, LLC, a Delaware limited liability company as nominee for multiple entities to be named prior to the closing (collectively the "*Buyer Parties*").

Preliminary Statement. The parties entered into an Asset Purchase Agreement effective as of January 17, 2018 (the "*Agreement*"). The parties now desire to amend the Agreement as set forth in this First Amendment. Accordingly, the parties hereto agree as follows:

1. **Definitions.** All terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.
2. **Revision of Agreement.** As of the Amendment Effective Date, the Agreement is amended as follows:

A. Section 1.1 of the Agreement (Purchased Assets) is hereby deleted in its entirety and replaced with the following:

Purchased Assets. Subject to the terms and conditions of this Agreement, Seller Parties shall sell, assign, transfer, convey and deliver to Buyer Parties as designated in writing prior to the closing, and Buyer Parties shall purchase from Seller Parties, all of Seller Parties' right, title and interest in and to the following assets used or held for use, in whole or in part, in the ownership or operation of the Business, at phlebology centers listed on **Schedule 1.1(a)** (collectively, the "*Centers*") (collectively, the "*Purchased Assets*");

- (a) All tangible and intangible property, including all furniture, fixtures, instruments, inventory, office supplies, medical supplies, signage, leasehold improvements, general equipment, medical equipment, computer hardware, computer software, server equipment, telecommunications equipment, telephone and fax numbers, post office boxes, advertising and marketing materials, business plans and other items of tangible and intangible personal property owned by Seller Parties or, to the extent assignable, leased or licensed by Seller Parties, together with any express or implied warranty by the manufacturer, seller or lessor of any item or component part thereof, and all maintenance records and other documents related thereto (including all property described in **Schedule 1.1(a)**);
- (b) All accounts receivable of the Debtors as of the Closing Date and all accounts receivable of the Debtors, and revenues therefrom, after the Closing Date pursuant to the terms and conditions of the Transition Services Agreement;
- (c) All books and records, including all information relating to the medical history, examination, diagnosis or treatment of any patient treated in the operation of the Business (the "*Patient Records*"), created or maintained in connection with the Business

whether stored in hard copy, electronic or any other medium; provided that the Patient Records shall be transferred and assigned in accordance with the provisions set forth in Section 4.3;

- (d) All prescription drugs, devices and other items of inventory the ownership of which is reserved to licensed individuals or entities (the "***Pharmaceutical Inventory***"), which shall be transferred in accordance with the provisions set forth in Section 4.3;
- (e) All contracts, leases, licenses, purchase orders, commitments, or other binding arrangements of any of the Seller Parties relating to the Business, whether written or oral, and all rights therein and thereunder (the "***Contracts***") (i) that are designated by Buyer Parties on **Schedule 1.1(e)**, which may be updated or supplemented from time to time prior to or after Closing and (ii) such other Contracts as the Buyer Parties may elect, in their sole discretion, after Closing, whether or not set forth on **Schedule 1.1(e)** (collectively, (i) and (ii), the "***Assumed Contracts***"), subject to, in each case, receipt of a written waiver of cure obligations or such other arrangement regarding cure obligations as the parties may mutually agree in writing;
- (f) All intellectual property, web pages, URLs, blogs, social media pages and accounts, email addresses, domain names, websites and content contained therein, trademarks, trade names, business names, service marks, mascots, emblems, logos, letterheads, trade secrets and copyrights including the items listed on **Schedule 1.1(f)** ("***Intellectual Property***"); and
- (g) All goodwill associated with the Business, the Centers and the Purchased Assets.

B. Section 1.2 the Agreement (Excluded Assets) is hereby deleted in its entirety and replaced with the following:

Excluded Assets. Notwithstanding anything in this Agreement to the contrary, the following assets, properties, contracts, agreements, rights and interests of Seller Parties (collectively, the "***Excluded Assets***") are excluded from the Purchased Assets and shall remain the property of Seller Parties after Closing:

- (a) All cash and cash equivalents;
- (b) All tangible and intangible property, Contracts, and intellectual property exclusively used or held for use in the ownership or operation of the Business at locations listed in **Exhibit A**, but not listed in **Schedule 1.1(a)** that does not otherwise materially impact the Business of the Centers;
- (c) All employee benefit plans of Seller Parties and all assets attributable thereto;
- (d) Seller Parties corporate seals, organizational documents, minute books, stock books, tax returns, and all other records having to do solely with the corporate organizations of Seller Parties;
- (e) Seller Parties' tax identification numbers;
- (f) Seller Parties' Medicare and Medicaid provider numbers;

- (g) All Contracts related to the Business to which any Seller Party is a party and which are not among the Assumed Contracts;
 - (h) All rights that accrue or will accrue to Seller Parties under this Agreement and any other agreement, instrument or certificate executed and delivered in connection with the transactions contemplated by this Agreement (collectively, the “*Transaction Documents*”); and
 - (i) All equipment located at the locations identified on Schedule 1.2(i).
- C. “(*Purchase Price*)” is hereby deleted from Section 1.3(b) of the Agreement.
- D. Section 1.5(b) the Agreement is hereby deleted in its entirety and replaced with the following:
- Liabilities existing as of the Closing Date under or related to the Debtor’s provider numbers or under any Contract (including any Assumed Contract), whether or not (i) such Contract has been disclosed to Buyer Parties or (ii) such Liability relates to any breach or failure to perform when due any term of such Contract;
- E. Section 1.8(c) the Agreement (Closing) is hereby deleted in its entirety.
- F. Section 1.9(d) (Seller Parties’ Closing Deliveries) is hereby deleted in its entirety and replaced with the following:
- A lease for the Center located in Fox Chapel, mutually agreeable in form and substance to the parties (the “*Fox Chapel Lease*”);
- G. Section 1.9(e) (Seller Parties’ Closing Deliveries) is hereby deleted in its entirety and replaced with the following:
- A Transition Services Agreement in substantially the form of **Exhibit F** (the “*Transition Services Agreement*”) mutually agreeable in form and substance to the parties;
- H. Section 1.10(d) (Buyer Parties’ Closing Deliveries) is hereby deleted in its entirety and replaced with the following:
- A duly executed counterpart to the Fox Chapel Lease;
- I. Section 2.10 is hereby deleted in its entirety and replaced with the following:
- Financial Condition. **Schedule 2.10** contains consolidated unaudited financial statements of Seller Parties consisting of the balance sheet of the Business as of December 31 in each of the years 2015, 2016, and 2017 and the related statements of income for such periods as well as the statements of income for the period ending December 31, 2017 (collectively, the “*Financial Statements*”). The Financial Statements (a) do and will fairly represent in all material respects, in accordance with cash method basis of accounting, applied on a consistent basis (except as may be indicated in the related notes and schedules thereto), the financial position of Seller Parties as of the respective dates thereof and the results of operations of Seller Parties for the respective periods therein,

and (b) are and will be true, complete and correct in all material respects as of the respective dates and for the applicable periods in which they relate.

J. Section 2.11 is hereby deleted in its entirety and replaced with the following:

Undisclosed Liability. No Liability exists affecting the Business, the Centers or the Purchased Assets other than as reflected on the balance sheet included in the most recent Financial Statements.

K. Section 2.13(a) is hereby deleted in its entirety and replaced with the following:

The Seller Parties have delivered (i) a current, correct and complete list of the names of all individuals employed or engaged (as independent contractors) by Seller Parties in connection with the Business (collectively, the “*Service Providers*”); (ii) a summary of each Service Provider’s current compensation rate, along with any annual bonus, additional compensation or other benefits (whether current or deferred) promised, accrued, or payable to each such Service Provider for services rendered or to be rendered through the period ending as of the Closing Date and an explanation of the applicable formula or calculation method used to arrive at such bonus or additional compensation; and (iii) a list of all Service Providers that have given notice to any Seller Party of a present intention to terminate such Service Provider’s relationship with the applicable Seller Party. Seller Parties have delivered to Buyer Parties copies of all written agreements between any Seller Party or any of their Affiliates and any Service Provider as of the Closing Date and all employee or contractor manuals, materials, policies, procedures and work-related rules applicable to employees or independent contractors providing services to the Business. For purpose of this Agreement, the term “Affiliate” shall have the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended.

L. Section 4.4(g) (Conduct Prior to Closing) is hereby deleted in its entirety and replaced with the following:

Not take any action, commit to take any action, or permit any action to be taken that could reasonably be anticipated to (i) cause any of the changes, events or conditions to occur, which Seller Parties would be required to disclosed in **Schedule 2.14**, as of the Closing Date or (ii) prevent any Seller Party from performing or cause any Seller Party not to perform one or more covenants required hereunder to be performed by such Seller Party; and

M. Section 6.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

Effect of Termination. If this Agreement is terminated as provided in Section 6.1, this Agreement shall immediately become null and void and there shall be no Liability or obligation on the part of Seller Parties or Buyer Parties or their respective officers, directors, stockholders or Affiliates; provided, however, the provisions of Section 4.5 and Article VI and Article VII of this Agreement shall remain in full force and effect and survive any termination of this Agreement.

N. Section 7.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

Amendment; Assignment. This Agreement may not be amended except by an instrument in writing signed by Buyer Parties and Seller Parties. This Agreement and all provisions hereof shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations herein shall be assigned by any party hereto without the prior written consent of the other party; *provided, however*, that Buyer Parties may assign this Agreement or delegate the performance of its obligations to one or more subsidiaries or Affiliates of Buyer Parties or other entities without the consent of Seller Parties so long as such assignment or delegation, in no way limits, diminishes or alters the nature or extent of Seller Parties' rights, interests, or remedies herein. Notwithstanding anything in this Agreement to the contrary, expressed or implied, this Agreement is not intended to confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.

O. Section 4.12 of the Agreement is hereby deleted in its entirety and replaced with the following:

Further Assurances. Each party to this Agreement, from and after Closing, upon the reasonable request of any other party hereto and without further consideration, shall, and shall cause their subsidiaries and/or Affiliates to, (a) execute and deliver to the requesting party such documents and further assurances and (b) take such other actions (without cost to the requesting party), including, without limitation, seeking assignment of any Assumed Contract, in order to carry out the purposes and intentions of this Agreement and the other Transaction Documents.

P. The reference to "Section 8.5" in Section 7.5 of the Agreement is replaced with a reference to "Section 7.5."

Q. Schedule 1.1(a) attached to the Agreement is hereby deleted in its entirety and replaced with Schedule 1.1(a) attached hereto.

R. All other Exhibits and Schedules attached hereto shall hereby become part of the Agreement.

S. All references to "Agreement" in the Agreement and any Transaction Document shall mean the Agreement with all amendments and amendments and restatements thereto.

3. **Conflict.** In the event of any conflict between the terms of this First Amendment or the Agreement, this First Amendment shall control.

4. **Effect.** The Agreement shall remain in full force and effect except as specifically amended herein.

5. **Entire Agreement.** This Amendment, the Agreement, and the other Transaction Documents set forth the entire understanding of the parties with respect to the subject matter hereof and thereof and this Amendment, the Agreement, and the other Transaction Documents supersede all prior agreements concerning the subject matter hereof and thereof.

6. **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, this First Amendment has been duly executed and delivered by the duly authorized representatives of Buyer Parties and each of the Seller Parties as of the Amendment Effective Date.

BUYER PARTIES:

MVC MSO, LLC,
a Delaware limited liability company

By: 
Name: Dmitri Ivanov
Title: President

SELLER PARTIES:

CIRCULATORY CENTERS OF AMERICA, LLC
a Pennsylvania limited liability company

By: _____
Name: Natalie Lutz Cardiello
Title: Chapter 11 Trustee

THE CIRCULATORY CENTER OF PENNSYLVANIA, INC
a Pennsylvania corporation

By: _____
Name: Natalie Lutz Cardiello
Title: Chapter 11 Trustee

THE CIRCULATORY CENTER OF OHIO, INC.
an Ohio Corporation

By: _____
Name: Natalie Lutz Cardiello
Title: Chapter 11 Trustee

THE CIRCULATORY CENTER OF WEST VIRGINIA, INC
an West Virginia Corporation

By: _____
Name: Natalie Lutz Cardiello
Title: Chapter 11 Trustee

GEMINI HOLDINGS INC.
a Pennsylvania corporation

By: _____
Name: Thomas M. Certo
Title: President

IN WITNESS WHEREOF, this First Amendment has been duly executed and delivered by the duly authorized representatives of Buyer Parties and each of the Seller Parties as of the Amendment Effective Date.

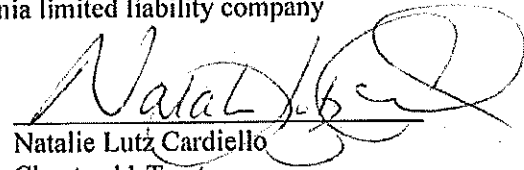
BUYER PARTIES:

MVC MSO, LLC,
a Delaware limited liability company

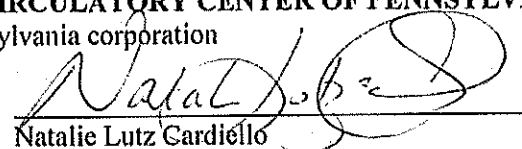
By: _____
Name: _____
Title: _____

SELLER PARTIES:

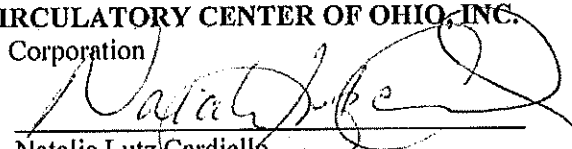
CIRCULATORY CENTERS OF AMERICA, LLC
a Pennsylvania limited liability company

By: 
Name: Natalie Lutz Cardello
Title: Chapter 11 Trustee

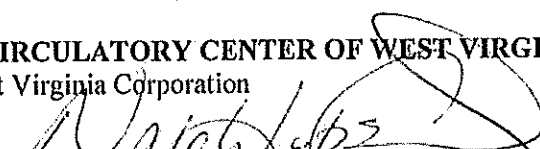
THE CIRCULATORY CENTER OF PENNSYLVANIA, INC.
a Pennsylvania corporation

By: 
Name: Natalie Lutz Cardello
Title: Chapter 11 Trustee

THE CIRCULATORY CENTER OF OHIO, INC.
an Ohio Corporation

By: 
Name: Natalie Lutz Cardello
Title: Chapter 11 Trustee

THE CIRCULATORY CENTER OF WEST VIRGINIA, INC.
an West Virginia Corporation

By: 
Name: Natalie Lutz Cardello
Title: Chapter 11 Trustee

GEMINI HOLDINGS INC.
a Pennsylvania corporation

By: _____
Name: Thomas M. Certo
Title: President

SCHEDULES

Schedule 1.1(a)-Centers; Assets

Schedule 1.1(e)-Assumed Contracts

Schedule 1.1(f)-Intellectual Property

Schedule 1.2(i)-Locations of Excluded Equipment

Schedule 1.7-Allocation of Purchase Price

Schedule 2.5-Consents/Approvals

Schedule 2.6-Litigation

Schedule 2.7-Contract

Schedule 2.8-Notices of Violations or Investigations

Schedule 2.10-Financial Statements

Schedule 2.13(b)-Employment Agreements

Schedule 2.14-Absence of Certain Changes

Schedule 2.17-Payors

Schedule 1.1(a)
Centers; Assets

1. Erie – Circulatory Centers, 2057 West 8th St., Erie, PA 16505
2. Fox Chapel – Circulatory Centers, 300 Chapel Harbor Dr., Suite 102, Pittsburgh, PA 15238
3. Johnstown – Circulatory Centers, 106 College Park Plaza, Johnstown, PA 15904
4. Monroeville – Circulatory Centers, 4075 Monroeville Blvd., Bldg II, Suite 126, Monroeville, PA 15146
5. Pittsburgh (South Hills) – Circulatory Centers, 180 Fort Couch Road, Suite 201, Pittsburgh, PA 15241
6. State College – Circulatory Centers, 313 Logan Ave., State College, PA 16801
7. Wexford (North Hills) – Circulatory Centers, 1000 Stonewood Dr., Suite 210, Wexford, PA 15090
8. Altoona – Circulatory Centers, 2900 Plank Road, Suite 9, Altoona, PA 16601
9. Morgantown – Circulatory Centers, 1010 Suncrest Towne Centre, Morgantown, WV 26505
10. Akron – Jefferson Park, 3618 West Market Street, Suite 102, Fairlawn, OH 44333
11. Middleburg Heights – Jefferson Park, 7050 Engle Road, Suite 102, Middleburg Heights, OH 44130
12. North Canton – Circulatory Centers, 4368 Dressler Rd NW, Suite 101, Canton, OH 44718
13. Canfield – Circulatory Centers, 6655 Seville Dr., Canfield, OH 44406

Schedule 1.1(e)
Assumed Contracts¹

1. Lease Agreement between Union Real Estate Company and Circulatory Centers of Pennsylvania for the property located at 180 Fort Couch Road, Suite 201, Pittsburgh, PA 15241, dated January 3, 2013 and extended on April 14, 2015.
2. Lease Agreement between Stonewood East Partners LP and The Circulatory Center of Pennsylvania, Inc. for the property located at 1000 Stonewood Drive, Suite 210, Wexford, PA 15090, dated July 2013.
3. Lease Agreement between Tres Properties LLC and Circulatory Center of Ohio, Inc. for the property located at 7050 Engle Road, Suite 102, Middleburg Heights, Ohio 44130, dated July 24, 2003, as amended.
4. Lease Agreement between Tres Properties LLC and Circulatory Center of Ohio, Inc. for the property located at 3618 W. Market Street, Suite 102, Fairlawn, OH 44333, dated February 22, 2005, as amended.
5. Lease Agreement between 724 Associates and The Circulatory Centers of Pennsylvania, Inc. for the property located at 313 Logan Avenue, State College, Pennsylvania 16801, dated March 31, 2015.

¹ Subject to addition and supplementation.

Schedule 1.1(f)
Intellectual Property

Corporate Website

Source	Account	Password	URL	Notes
Corporate Website	N/A	N/A	http://www.veinhealth.com/	

Social Media

Social Media	Account	Password	URL	Notes
Facebook	N/A	N/A	https://www.facebook.com/circulatorycenters/	
LinkedIn	N/A	N/A	https://www.linkedin.com/company/circulatory-centers	

Email Addresses

Role	Last	First	Email Address	Notes
Physician	Certo	Louis	lcerto@circcenters.com	
Physician	Musson	Robert	rmusson@circcenters.com	
Physician	Snavey	Jennifer	jsnavey@circcenters.com	
Physician	Doyle	Thomas	tdoyle@circcenters.com	

Schedule 1.2(i)
Locations of Excluded Equipment

1. Altoona – Circulatory Centers, 2900 Plank Road, Suite 9, Altoona, PA 16601
2. North Canton – Circulatory Centers, 4368 Dressler Rd NW, Suite 101, Canton, OH 44718
3. Canfield – Circulatory Centers, 6655 Seville Dr., Canfield, OH 44406

Schedule 1.7
Allocation of Purchase Price²

Accounts Payable	\$439,236
Property and Equipment	\$753,238
Other Assets	\$58,176
<u>Goodwill</u>	<u>\$899,350</u>
Total	\$2,150,000

² Subject to further discussion and mutual agreement of the parties prior to or at Closing for the final allocation.

Schedule 2.5
Consents/Approvals³

³ Subject to completion of Schedule 1.1(e)

Schedule 2.6
Litigation

IN RE: Circulatory Centers of West Virginia, Inc., in the United States Bankruptcy Court for the Western District of Pennsylvania, No. 17-20211-GLT

IN RE: Circulatory Centers of Pennsylvania, Inc., in the United States Bankruptcy Court for the Western District of Pennsylvania, No. 17-22576-GLT

IN RE: Circulatory Centers of Ohio, Inc., in the United States Bankruptcy Court for the Western District of Pennsylvania, No. 17-22575-GLT

IN RE: Circulatory Centers, P.C., in the United States Bankruptcy Court for the Western District of Pennsylvania, No. 17-22571-GLT

IN RE: Circulatory Centers of America, LLC, in the United States Bankruptcy Court for the Western District of Pennsylvania, No. 17-22572-GLT

Fifth Third Bank v. Circulatory Centers of America, LLC et al, Allegheny County, PA Court of Common Please Docket GD-16-021470

Schedule 2.7
Contracts⁴

1. Commercial Property Lease between Circulatory Centers of America, LLC and Rosalie Fond for the property located at 397 Churchill Hubbard Road Suites 1, 2, and 3, Youngstown, Ohio 44420, dated May 13, 2013.
2. Lease between The Circulatory Center of Ohio, Inc. and CTW Development Corporation for the property located at 6655 Seville Drive, Suite 101, Canfield, OH 44406, dated July 22, 2006 and renewed on January 23, 2012.
3. Lease Agreement between Circulatory Centers of Ohio, Inc. and Nation Land Company, LLC for the property located at 4368 Dresler Road Suite 101, Canton, OH 44718, dated September 10, 2012.
4. Lease Agreement between Tres Properties LLC and Circulatory Center of Ohio, Inc. for the property located at 3618 W. Market Street, Suite 102, Fairlawn, OH 44333, dated February 22, 2005, as amended.
5. Lease Agreement between Tres Properties LLC and Circulatory Center of Ohio, Inc. for the property located at 7050 Engle Road, Suite 102, Middleburg Heights, Ohio 44130.
6. Agreement of Lease between Park Place Associates of Pittsburgh, L.P. and Circulatory Centers of Pennsylvania, Inc. for the property located at 300 Chapel Harbor Drive, Pittsburgh, PA 15238, dated August 17, 2010, as amended.
7. First Amendment to Lease between Lewis Howland Associates, Ltd. and The Circulatory Centers for the property located at 5000 E. Market Street Unit No. 31, Warren, OH 44484 dated October 16, 2008 and amended on October 14, 2011.
8. Lease Agreement between Stonewood East Partners LP and The Circulatory Center of Pennsylvania, Inc. for the property located at 1000 Stonewood Drive, Suite 210, Wexford, PA 15090, dated July 2013.
9. Lease Agreement between Gateway Towne Centre, LLC and Circulatory Centers of West Virginia, Inc. dated August 30, 2014.
10. First Amendment to Lease between HTA – Monroeville, LLC and The Circulatory Center of Pennsylvania, Inc. for the property located at 4075 Monroeville Boulevard, Suite No. 126, Monroeville, PA 15146, dated February 3, 2015.
11. Lease Agreement between HTA – Monroeville, LLC and the Circulator Center of Pennsylvania, Inc. for the property located at 4075 Monroeville Boulevard, Suite No. 126, Monroeville, PA 15146, dated April 26, 2011.
12. Lease Subordination, Non-Disturbance and Attornment Agreement between Calmar Apartments Inc., Fort Couch Land Company, LLC, Fort Couch-LL Holdings, LLC, Fort Couch-CF Holdings, LLC, Fort Couch-Crescent Holdings, LLC and WJS Holdings, LLC and Circulatory Centers of Pennsylvania for the property located at 180 Fort Couch Road, Suite 201, Pittsburgh, PA 15241, dated March 31, 2015.
13. Lease Agreement between Union Real Estate Company and Circulatory Centers of Pennsylvania for the property located at 180 Fort Couch Road, Suite 201, Pittsburgh, PA 15241, dated January 3, 2013 and extended on April 14, 2015.
14. Lease Agreement between 724 Associates and The Circulatory Centers of Pennsylvania, Inc. for the property located at 313 Logan Avenue, State College, Pennsylvania 16801, dated March 31, 2015.

⁴ There are monetary defaults under the terms of the various real estate leases.

15. Office Lease Agreement between McKnight Robinson Plaza Associates, L.P. and The Circulatory Center of Pennsylvania, Inc. for the property located at Two Robinson Plaza, Suite 310, 6800 Steubenville Pike, Pittsburgh, PA 15205, dated July 10, 2015.
16. Lease between Baldwin Gardens, Inc. and Circulatory Centers of PA, Inc. for the property located at 2057 West 8th Street, Units 2057 and 2059, Erie, PA 16505, dated August 31, 2015.
17. Lease Agreement between CCN Properties, LP and The Circulatory Center of Pennsylvania, Inc. for the property located at 214 College Park Plaza, Suite No. 106, Johnstown, PA 15904, dated October 30, 2015.
18. Lease Agreement between Vidoro Properties and the Circulatory Center of Pennsylvania for the property located at 2900 Old Route 220 North, Altoona, PA dated August 31, 2009.
19. Medicaid Physician Group Agreement between Aetna Better Health, Inc. and The Circulatory Center of Cleveland dated June 1, 2014, as amended.
20. Physician Group Agreement between Aetna Health, Inc. and The Circulatory Center of West Virginia dated June 10, 2013.
21. CareSource Ohio Group Practice Services Agreement between Caresource Ohio and The Circulatory Center of Cleveland, Inc. dated August 5, 2013.
22. Agreement between Intergroup Services Corporation and Circulatory Centers dated August 28, 2001.
23. Medical Provider Agreement with Group Practice between Ohio Preferred Network, Inc. and The Circulatory Center of America effective June 1, 2005.
24. Medical Group Participation Agreement between United Affiliates and the Circulatory Center of PA dated February 1, 2005.
25. Agreement by and between Vantage PPO and The Circulatory Center, dated as of January 21, 2005.
26. UPMCHP Provider Participation Agreement by and between UPMC Health Plan, Inc. and Circulatory Center of Pennsylvania.
27. Unicare Medical Practice Agreement by and between UNICARE Health Insurance Company of the Midwest and The Circulatory Center of Akron, dated as of June 1, 2004.
28. Medical Group Contract by and between United Healthcare Insurance Company and Circulate Center of WVA, dated as of November 1, 2011.
29. Physician Group Services Agreement by and between Connecticut General Life Insurance Company, Inc. and The Circulatory Centers of Pennsylvania, dated as of August 1, 2007.
30. Medical Group Participation Agreement by and between United HealthCare Insurance Company and The Circulatory Center of PA, effective as of February 2005.
31. Amendment to Contract by and between UnitedHealthcare of Ohio, Inc. and Circulatory Center of Cleveland, effective as of January 1, 2015.
32. Pennsylvania Government Programs Regulatory Requirements Appendix.
33. Amendment by and between UnitedHealthcare Insurance Company and Circulatory Center of PA, effective as of February 1, 2014.
34. Professional Provider Agreement TRICARE Program by and between Health Net Federal Services, LLC and Circulatory Centers PC.
35. Professional Provider Agreement TRICARE Program by and between Health Net Federal Services, LLC and Circulatory Center of Cleveland, dated as of 2007.

36. The Health Plan of the Upper Ohio Valley, Inc. Physician Agreement by and between The Circulatory Center of Cleveland and The Health Plan of the Upper Ohio Valley, Inc., dated as of July 30, 2013.
37. The Health Plan of the Upper Ohio Valley, Inc. Physician Agreement by and between The Circulatory Center of West Virginia and The Health Plan of the Upper Ohio Valley, Inc., dated as of March 1, 2010.
38. Provider Agreement by and between The Chandler Group of Companies, including DirectCare America, Inc., Primary Health Services, Inc. and Creative Health Plans, Inc., dated as of December 1, 2002.
39. SummaCare, Inc. Provider Group Agreement by and between SummaCare, Inc. and The Circulatory Center of Cleveland, dated as of August 29, 2011.
40. Summa Health Network, LLC Group Participation Agreement by and between Summa Health Network, LLC, effective as of January 11, 2012.
41. Provider Participation Agreement by and between Prime Health Services, Inc. and Circulatory Center of West Virginia, dated as of August 26, 2013.
42. Provider Participation Agreement by and between Prime Health Services, Inc. and Circulatory Center of Pennsylvania, dated as of August 26, 2013.
43. Paramount Advantage HIC Group Provider Services Agreement by and between Paramount Advantage and The Circulatory Center of Cleveland, dated as of November 1, 2013.
44. Ohio Preferred Network, Inc. Medical Provider Agreement with Group Practice by and between Ohio Preferred Network, Inc and The Circulatory Center of America, dated as of June 1, 2005.
45. Keystone Health Plan West, Inc. KHPW Professional Provider Agreement by and between Keystone Health Plan West, Inc. and The Circulatory Center.
46. MPI Participating Professional Group Agreement by and between MultiPlan, Inc. and Circulatory Center of Cleveland, dated as of June 20, 2013.
47. Molina Healthcare of Ohio, Inc. Provider Services Agreement by and between Molina Healthcare of Ohio, Inc. and The Circulatory Center of Cleveland.
48. Provider Agreement by and between Medical Mutual of Ohio and Circulatory Center of Cleveland dated as of 2010.
49. Keystone Health Plan West, Inc. KHPW Professional Provider Agreement by and between Keystone Health Plan West, Inc. and The Circulatory Center of West Virginia, received as of April 26, 2010.
50. Physician Participation Agreement by and between The Circulatory Center of Pennsylvania and Health Value Management, Inc.
51. Participating Provider Agreement by and between Health Partners Network and Circulatory Center of West Virginia, effective as of December 25, 2011.
52. PremierBlueShield Preferred Provider Agreement with Highmark Blue Shield by and between Highmark Inc. and The Circulatory Center of West Virginia, dated as of November 4, 2011.
53. Medicaid Amendment by and between Highmark West Virginia, Inc. and The Circulatory Center of West Virginia, dated as of March 1, 2013.
54. Participating Provider Agreement by and between Highmark Inc. and Circulatory Center of PA Inc.

55. Participating Provider Agreement by and between Highmark Blue Shield and the Circulatory Center of Cleveland.
56. HealthSmart Participating Provider Agreement by and between HealthSmart Preferred Care II, L.P. and SelectNet Plus, Inc., and Circulatory Centers of West Virginia, dated as of November 1, 2013.
57. HealthSmart Participating Provider Agreement by and between HealthSmart Preferred Care II, L.P. and SelectNet Plus, Inc., and Circulatory Centers, P.C. dated as of November 1, 2013.
58. HealthSmart Participating Provider Agreement by and between HealthSmart Preferred Care II, L.P. and HealthSmart Preferred Network II, Inc. and The Circulatory Centers of PA, dated as of April 1, 2013.
59. HealthSmart Participating Provider Agreement by and between HealthSmart Preferred Care II, L.P. and HealthSmart Preferred Network II, Inc. and The Circulatory Center of Cleveland, dated as of April 1, 2013.
60. HealthSCOPE Participating Physician/Clinic Agreement between HealthSCOPE Benefits, Inc. and Circulatory Centers, effective as of June 20, 2014.
61. Professional Services Agreement by and between Geisinger Health Plan, Geisinger Indemnity Insurance Company, Geisinger Quality Options, Inc. and The Circulatory Center of Pennsylvania, Inc. dated as of December 2008.
62. Devon Health Services, Inc. Group Provider Agreement by and between Devon Health Services, Inc. and Circulatory Center of Pennsylvania dated as of 2012.
63. Medicaid Amendment to Physician Agreement by and between HealthAmerica Pennsylvania, Inc. and Circulatory Center of PA, dated as of February 1, 2014.
64. Participating Physician Agreement by and between The Circulatory Center and Carelink Health Plans, Inc., dated as of 2010.
65. HealthAmerica Pennsylvania, Inc. Participating Physician Agreement by and between The Circulatory Centers and HealthAmerica Pennsylvania, Inc., dated as of August 1, 2007.
 - a. Amendment to HealthAmerica Participating Physician Agreement, dated as of January 1, 2013.
66. Employment Agreement between The Circulatory Centers of Pennsylvania and Thomas A. Doyle dated February 3, 2015.
67. Employment Agreement between Circulator Center of Pennsylvania, Inc. and Jennifer B. Snavelly, D.O. dated February 28, 2012.
68. Employment Agreement between Circulatory Center of Pennsylvania, Inc., Circulatory Center of Ohio, Inc. and Robert A. Musson, M.D. dated November, 2009.
69. Lease Agreement, by and between Circulatory Centers of America, LLC and General Electric Capital Corporation, dated as of December 9, 2014.
70. Management Services Agreement, by and between Circulatory Centers of America, LLC and Circulatory Center of Pennsylvania, Inc., dated September 1, 2000.
71. Management Services Agreement, by and between Circulatory Centers of America, LLC and Circulatory Center of Ohio, Inc., dated September 1, 2000.
72. Management Services Agreement, by and between Circulatory Centers of America, LLC and Circulatory Center of West Virginia, Inc., dated January 1, 2010.

Schedule 2.8
Notices of Violations or Investigations

Circulatory Centers of America, LLC, The Circulatory Center of Pennsylvania, Inc., The Circulatory Center of Ohio, Inc., and The Circulatory Center of West Virginia, Inc. are subjects of an administrative audit concerning Medicare billing activities that occurred prior to 2017. A settlement has been reached with the parties, which will be executed before Closing and ensuring that these alleged activities will not incur further investigation or enforcement by the U.S. Department of Justice or the U.S. Department of Health & Human Services. No liens or residual liability related to these alleged activities attach to the Purchased Assets, Assumed Contracts, or Centers' Business being transferred.

Seller Parties is neither aware of, nor has reason to be aware of, any current or future commercial payor, governmental entity or payor, or other third-party audit, claim, investigation, or other scrutiny into this or other billing activities or any other regulatory noncompliance.

Schedule 2.10
Financial Statements

See attached.

Circulatory Centers of America

Balance Sheet

December 31, 2015

ASSETS

Current Assets

Checking Acct: PNC - OH	\$ 56,800.20
Checking Acct: 5/3	(139,231.13)
ACCOUNTS RECEIVABLE	1,061,514.00
ACCOUNTS RECEIVABLE - EMR	65,904.00
Prepaid Expense	401,175.31
Security Deposit	62,270.01
Employee Receivable	10,378.75

Total Current Assets 1,518,811.14

Property and Equipment

Fixed Assets	2,808,883.18
Fixed Assets - EMR	193,627.11
Fixed Assets - Shoreline	339,890.44
Fixed Assets - VA	447,987.30
Fixed Assets - Leapfrog	321,508.81
Accumulated Depreciation	(2,378,720.28)

Total Property and Equipment 1,733,176.56

Other Assets

Utility Deposit	1,965.00
Non Compete - Shoreline	217,748.00
Loan Fees	19,995.27
Goodwill - Shoreline	975,047.64
Goodwill	1,200,000.00
Management Agreement	50,000.00
Accumulated Amortization	(150,049.99)
Advances To Shareholders	3,558,943.00

Total Other Assets 5,873,648.92

Total Assets \$ 9,125,636.62

LIABILITIES AND CAPITAL

Current Liabilities

401(k) Payables	\$ 1,273.40
ACCOUNTS PAYABLE	875,540.00
ACCRUED PAYROLL	266,319.36
Fifth Third Non Revolver Term	236,100.32
S/T Equipment Lease 5/3 - #3	60,000.00
S/T Equipment Note 5/3 - #4	62,068.95
S/T Equipment Note 5/3 - #5	105,000.01
Fifth Third Revolving LOC	732,733.44
S/T Seller Debt Shoreline	194,174.85
S/T GE Lease	32,872.00
Loans From Shareholders	450,000.00

Total Current Liabilities 3,016,082.33

Long-Term Liabilities

Fifth Third Non Revolver Term	1,102,271.38
L/T Equipment Lease 5/3 - #3	82,000.00
L/T Equipment Note 5/3 - #4	220,689.70
L/T Equipment Note 5/3 - #5	466,666.71
L/T GE Lease	125,206.85

Circulatory Centers of America

Balance Sheet

December 31, 2015

Total Long-Term Liabilities		<u>1,996,834.64</u>
Total Liabilities		5,012,916.97
Capital		
Retained Earnings	5,254,480.28	
Net Income	<u>(1,141,760.63)</u>	
Total Capital		<u>4,112,719.65</u>
Total Liabilities & Capital	\$	<u><u>9,125,636.62</u></u>

Circulatory Centers of America
Income Statement
For the Twelve Months Ending December 31, 2015

	Current Month		Year to Date	
Revenues				
Management Fees - CCA	\$ 79,967.88	100.00	\$ 2,247,347.08	100.45
EMR Incentive - CCA	0.00	0.00	(10,000.00)	(0.45)
Total Revenues	<u>79,967.88</u>	<u>100.00</u>	<u>2,237,347.08</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>79,967.88</u>	<u>100.00</u>	<u>2,237,347.08</u>	<u>100.00</u>
Expenses				
Auto/Mileage - CCA	10,003.04	12.51	83,031.06	3.71
Bank/Credit Card Charges - CCA	5,514.63	6.90	91,345.40	4.08
Charity/Contributions - CCA	0.00	0.00	540.00	0.02
Depreciation Expense - CCA	25,000.00	31.26	300,000.00	13.41
Dues/Subscriptions - CCA	1,700.00	2.13	23,409.92	1.05
Employee Insurance - CCA	11,690.52	14.62	255,235.81	11.41
Insurance: GL/WC/MCare - CCA	6,859.50	8.58	584.82	0.03
Interest Expense	8,797.33	11.00	101,465.81	4.54
Lodging/Travel - CCA	10,953.02	13.70	57,566.64	2.57
Management Fee Exp - CCA	16,667.00	20.84	200,004.00	8.94
Meals/Entertainment - CCA	4,592.21	5.74	41,736.46	1.87
Meetings, Annual - CCA	(223.86)	(0.28)	850.97	0.04
Office Exp/Supplies - CCA	(38,423.79)	(48.05)	143,745.44	6.42
Payroll Processing - CCA	776.87	0.97	6,177.34	0.28
Payroll Taxes - CCA	12,909.54	16.14	135,389.55	6.05
Professional Fees - CCA	11,322.25	14.16	52,973.11	2.37
Rent - CCA	6,737.55	8.43	72,933.13	3.26
Repairs/Maintenance - CCA	2,133.05	2.67	8,913.95	0.40
Salary/Wage: Marketing - CCA	2,596.28	3.25	41,287.65	1.85
Salary/Wage: Gen Admin - CCA	14,591.49	18.25	735,455.96	32.87
Salary/Wage: MSO Billing - CCA	52,866.17	66.11	621,389.05	27.77
Salary/Wage: MSO Schedule - CCA	19,329.17	24.17	257,648.10	11.52
Software - CCA	40,828.49	51.06	44,563.23	1.99
Telephone/Comm - CCA	(53,671.08)	(67.12)	85,107.77	3.80
Tax Expense - CCA	0.00	0.00	2,449.93	0.11
Utilities - CCA	(6,859.36)	(8.58)	15,680.72	0.70
Total Expenses	<u>166,690.02</u>	<u>208.45</u>	<u>3,379,485.82</u>	<u>151.05</u>
Net Income	<u>\$ (86,722.14)</u>	<u>(108.45)</u>	<u>\$ (1,142,138.74)</u>	<u>(51.05)</u>

Income Statement
For the Twelve Months Ending December 31, 2015

	Current Month		Year to Date	
Revenues				
Professional Fee Income	\$ 1,288,576.17	94.47	\$ 15,308,462.70	87.45
Refunds	(4,549.59)	(0.33)	(40,339.23)	(0.23)
Total Revenues	<u>1,284,026.58</u>	<u>94.14</u>	<u>15,268,123.47</u>	<u>87.22</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>1,284,026.58</u>	<u>94.14</u>	<u>15,268,123.47</u>	<u>87.22</u>
Expenses				
ADV: Web/Internet	111,321.10	8.16	563,818.38	3.22
ADV: TV	(4,113.15)	(0.30)	375,802.73	2.15
ADV: Radio	(5,294.57)	(0.39)	41,626.63	0.24
ADV: Print	1,615.50	0.12	54,359.76	0.31
ADV: Direct Mail	0.00	0.00	71,574.65	0.41
ADV: Events/Ancillary	2,958.24	0.22	85,862.52	0.49
ADV: Promo/Collateral Items	16,935.09	1.24	107,044.31	0.61
ADV: Vanity Phone	4,211.38	0.31	35,348.67	0.20
ADV: Admin Fees	36,153.00	2.65	190,452.57	1.09
ADV: Outdoor	0.00	0.00	150.00	0.00
ADV: Dr Marketing/Lunch	1,712.48	0.13	4,791.61	0.03
Auto/Mileage	23,317.62	1.71	303,853.57	1.74
Drug/Medical Supply - Buff	164,082.65	12.03	1,469,507.42	8.39
Dues/Subscriptions	5,449.00	0.40	46,145.25	0.26
Employee Insurance	22,487.69	1.65	216,843.93	1.24
Insurance: GL/WC/Mcare	14,365.25	1.05	227,954.37	1.30
License Fee	1,331.00	0.10	1,979.94	0.01
Lodging/Travel	19,151.44	1.40	161,819.75	0.92
Management Fee Exp	79,968.88	5.86	2,247,348.08	12.84
Meals/Entertainment	2,067.70	0.15	32,132.06	0.18
Office Exp/Supplies	26,978.57	1.98	233,435.43	1.33
Payroll Processing	1,979.49	0.15	16,518.45	0.09
Payroll Taxes	29,659.40	2.17	448,503.59	2.56
Rent	94,099.31	6.90	1,319,641.67	7.54
Repairs/Maintenance	20,776.69	1.52	232,033.64	1.33
Salary/Wage: Physicians	195,516.12	14.33	2,417,762.14	13.81
Salary/Wage: Other Med	294,232.77	21.57	3,706,215.78	21.17
Salary/Wage: Marketing	29,062.26	2.13	298,566.18	1.71
Software	79,571.16	5.83	81,442.59	0.47
Telephone/Comm - Buff	9,224.61	0.68	79,771.89	0.46
Tax Expense	(1,648.75)	(0.12)	44,291.79	0.25
Utilities	6,854.65	0.50	151,524.11	0.87
Total Expenses	<u>1,284,026.58</u>	<u>94.14</u>	<u>15,268,123.46</u>	<u>87.22</u>
Net Income	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 0.01</u>	<u>0.00</u>

Circulatory Center of OH - Akron
Income Statement
For the Twelve Months Ending December 31, 2015

	Current Month		Year to Date	
Revenues				
Professional Fee Income - Akrn	\$ 84,398.04	100.34	\$ 1,421,390.16	100.18
Refunds - Akrn	(282.97)	(0.34)	(2,591.97)	(0.18)
Total Revenues	<u>84,115.07</u>	<u>100.00</u>	<u>1,418,798.19</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>84,115.07</u>	<u>100.00</u>	<u>1,418,798.19</u>	<u>100.00</u>
Expenses				
ADV: Web/Internet - Akrn	10,644.69	12.65	46,526.74	3.28
ADV: TV - Akrn	(8,445.60)	(10.04)	33,091.38	2.33
ADV: Direct Mail - Akrn	0.00	0.00	6,468.46	0.46
ADV: Events/Ancillary - Akrn	448.51	0.53	4,888.43	0.34
ADV: Promo Items - Akrn	1,969.88	2.34	10,466.04	0.74
ADV: Vanity Phone - Akrn	421.14	0.50	2,936.33	0.21
ADV: Admin Fees - Akrn	3,323.08	3.95	14,725.03	1.04
ADV: Dr Marketing/Lunch - Akrn	5.14	0.01	5.14	0.00
Auto/Mileage - Akrn	1,922.59	2.29	36,207.53	2.55
Drug/Medical Supply - Akrn	10,743.34	12.77	106,978.52	7.54
Dues/Subscriptions - Akrn	1,022.80	1.22	4,654.86	0.33
Employee Insurance - Akrn	3,407.86	4.05	23,435.62	1.65
Insurance: GL/WC/MCare - Akrn	861.92	1.02	15,070.92	1.06
License Fee - Akrn	292.40	0.35	306.88	0.02
Lodging/Travel - Akrn	1,700.17	2.02	11,773.95	0.83
Management Fee Exp - Akrn	5,773.47	6.86	381,780.24	26.91
Meals/Entertainment - Akrn	0.00	0.00	2,755.97	0.19
Office Exp/Supplies - Akrn	1,219.02	1.45	14,884.58	1.05
Payroll Processing - Akrn	145.68	0.17	1,301.83	0.09
Payroll Taxes - Akrn	2,575.70	3.06	35,338.82	2.49
Rent - Akrn	8,596.10	10.22	102,468.01	7.22
Repairs/Maintenance - Akrn	2,363.33	2.81	25,079.90	1.77
Salary/Wage: Physicians - Akrn	8,333.33	9.91	118,028.58	8.32
Salary/Wage: Other Med - Akrn	13,505.61	16.06	353,260.41	24.90
Salary/Wage: Marketing - Akrn	2,160.72	2.57	27,407.46	1.93
Software - Akrn	7,957.12	9.46	8,144.26	0.57
Telephone/Comm - Akrn	1,883.37	2.24	4,904.38	0.35
Tax Expense - Akrn	0.00	0.00	3,672.34	0.26
Utilities - Akrn	1,283.70	1.53	22,235.58	1.57
Total Expenses	<u>84,115.07</u>	<u>100.00</u>	<u>1,418,798.19</u>	<u>100.00</u>
Net Income	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>

Circulatory Center of OH - Cleveland
Income Statement
For the Twelve Months Ending December 31, 2015

	Current Month		Year to Date	
Revenues				
Professional Fee Income - Clev	\$ 62,144.38	100.00	\$ 752,480.14	100.19
Refunds - Clev	0.00	0.00	(1,401.98)	(0.19)
Total Revenues	<u>62,144.38</u>	<u>100.00</u>	<u>751,078.16</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>62,144.38</u>	<u>100.00</u>	<u>751,078.16</u>	<u>100.00</u>
Expenses				
ADV: Web/Internet - Clev	10,828.73	17.43	43,624.20	5.81
ADV: TV - Clev	752.25	1.21	28,096.75	3.74
ADV: Print - Clev	5,827.50	9.38	17,482.50	2.33
ADV: Direct Mail - Clev	0.00	0.00	5,555.47	0.74
ADV: Events/Ancillary - Clev	73.47	0.12	9,023.53	1.20
ADV: Promo Items - Clev	1,411.95	2.27	9,993.69	1.33
ADV: Vanity Phone - Clev	421.14	0.68	2,936.41	0.39
ADV: Admin Fees - Clev	4,081.16	6.57	15,157.74	2.02
ADV: Dr Marketing/Lunch - Clev	5.14	0.01	113.96	0.02
Auto/Mileage - Clev	2,277.56	3.66	37,540.28	5.00
Drug/Medical Supply - Clev	7,863.19	12.65	94,022.34	12.52
Dues/Subscriptions - Clev	650.20	1.05	3,251.57	0.43
Employee Insurance - Clev	1,775.97	2.86	17,923.85	2.39
Insurance: GL/WC/MCARE - Clev	718.26	1.16	12,655.48	1.68
License Fee - Clev	146.20	0.24	579.77	0.08
Lodging/Travel - Clev	1,580.25	2.54	8,132.91	1.08
Management Fee Exp - Clev	(35,435.29)	(57.02)	(159,715.97)	(21.26)
Meals/Entertainment - Clev	0.00	0.00	2,128.22	0.28
Office Exp/Supplies - Clev	4,936.17	7.94	16,617.52	2.21
Payroll Processing - Clev	161.77	0.26	938.87	0.13
Payroll Taxes - Clev	2,736.84	4.40	27,792.88	3.70
Rent - Clev	7,594.80	12.22	91,732.66	12.21
Repairs/Maintenance - Clev	2,251.63	3.62	25,975.47	3.46
Salary/Wage: Physicians - Clev	4,166.66	6.70	87,987.37	11.71
Salary/Wage: Other Med - Clev	24,556.81	39.52	288,477.99	38.41
Salary/Wage: Marketing - Clev	2,160.64	3.48	24,464.24	3.26
Software - Clev	7,957.12	12.80	8,144.26	1.08
Telephone/Comm - Clev	1,270.86	2.05	8,508.87	1.13
Tax Expense - Clev	0.00	0.00	3,039.52	0.40
Utilities - Clev	1,373.40	2.21	18,895.81	2.52
Total Expenses	<u>62,144.38</u>	<u>100.00</u>	<u>751,078.16</u>	<u>100.00</u>
Net Income	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>

Circulatory Center of OH - Youngstown
Income Statement
For the Twelve Months Ending December 31, 2015

	Current Month		Year to Date	
Revenues				
Professional Fee Income - Ygtn	\$ 66,554.77	100.00	\$ 905,001.01	100.39
Refunds - Ygtn	0.00	0.00	(3,499.00)	(0.39)
Total Revenues	<u>66,554.77</u>	<u>100.00</u>	<u>901,502.01</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>66,554.77</u>	<u>100.00</u>	<u>901,502.01</u>	<u>100.00</u>
Expenses				
ADV: Web/Internet - Ygtn	7,786.73	11.70	30,526.14	3.39
ADV: TV - Ygtn	0.00	0.00	19,334.95	2.14
ADV: Radio - Ygtn	0.00	0.00	3,315.00	0.37
ADV: Print - Ygtn	0.00	0.00	15.79	0.00
ADV: Direct Mail - Ygtn	0.00	0.00	2,669.42	0.30
ADV: Events/Ancillary - Ygtn	0.00	0.00	6,344.42	0.70
ADV: Promo Items - Ygtn	1,403.52	2.11	9,582.17	1.06
ADV: Vanity Phone - Ygtn	421.14	0.63	2,936.29	0.33
ADV: Admin Fees - Ygtn	1,939.34	2.91	8,498.18	0.94
ADV: Dr Marketing/Lunch - Ygtn	5.14	0.01	46.03	0.01
Auto/Mileage - Ygtn	2,608.12	3.92	26,410.01	2.93
Drug/Medical Supply - Ygtn	9,648.98	14.50	104,869.57	11.63
Dues/Subscriptions - Ygtn	438.00	0.66	4,869.12	0.54
Employee Insurance - Ygtn	3,969.27	5.96	17,040.91	1.89
Insurance: GL/WC/MCare - Ygtn	574.61	0.86	10,678.45	1.18
License Fee - Ygtn	292.40	0.44	306.88	0.03
Lodging/Travel - Ygtn	1,730.19	2.60	10,909.16	1.21
Management Fee Exp - Ygtn	(13,630.52)	(20.48)	148,246.08	16.44
Meals/Entertainment - Ygtn	0.00	0.00	2,305.49	0.26
Office Exp/Supplies - Ygtn	935.23	1.41	16,223.93	1.80
Payroll Processing - Ygtn	128.94	0.19	853.53	0.09
Payroll Taxes - Ygtn	2,736.53	4.11	24,198.59	2.68
Rent - Ygtn	4,316.85	6.49	49,239.79	5.46
Repairs/Maintenance - Ygtn	1,728.53	2.60	12,170.56	1.35
Salary/Wage: Physicians - Ygtn	8,333.33	12.52	99,422.81	11.03
Salary/Wage: Other Med - Ygtn	20,143.76	30.27	227,098.53	25.19
Salary/Wage: Marketing - Ygtn	2,160.36	3.25	25,524.84	2.83
Software - Ygtn	7,957.12	11.96	8,144.26	0.90
Telephone/Comm - Ygtn	393.86	0.59	4,361.54	0.48
Tax Expense - Ygtn	0.00	0.00	2,517.43	0.28
Utilities - Ygtn	533.34	0.80	22,842.14	2.53
Total Expenses	<u>66,554.77</u>	<u>100.00</u>	<u>901,502.01</u>	<u>100.00</u>
Net Income	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>

Circulatory Center of OH - Columbus
Income Statement
For the Twelve Months Ending December 31, 2015

	Current Month		Year to Date	
Revenues				
Professional Fee Income - Cbus	\$ 381.83	49.35	\$ 228,024.96	100.88
Refunds - Cbus	(1,155.49)	(149.35)	(1,983.76)	(0.88)
Total Revenues	<u>(773.66)</u>	<u>(100.00)</u>	<u>226,041.20</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>(773.66)</u>	<u>(100.00)</u>	<u>226,041.20</u>	<u>100.00</u>
Expenses				
ADV: Web/Internet - Cbus	0.00	0.00	13,878.71	6.14
ADV: Print - Cbus	0.00	0.00	71.07	0.03
ADV: Direct Mail - Cbus	0.00	0.00	2,492.85	1.10
ADV: Events/Ancillary - Cbus	0.00	0.00	2,478.91	1.10
ADV: Promo Items - Cbus	0.00	0.00	1,508.38	0.67
ADV: Vanity Phone - Cbus	0.00	0.00	1,158.34	0.51
ADV: Admin Fees - Cbus	0.00	0.00	11,328.10	5.01
ADV: Dr Marketing/Lunch - Cbus	0.00	0.00	50.00	0.02
Auto/Mileage - Cbus	0.00	0.00	2,983.77	1.32
Drug/Medical Supply - Cbus	0.00	0.00	21,529.77	9.52
Dues/Subscriptions - Cbus	0.00	0.00	771.69	0.34
Employee Insurance - Cbus	(753.22)	(97.36)	5,244.36	2.32
Insurance: GL/WC/MCare - Cbus	430.96	55.70	6,862.41	3.04
Lodging/Travel - Cbus	0.00	0.00	6,407.65	2.83
Management Fee Exp - Cbus	4,995.19	645.66	(70,135.12)	(31.03)
Meals/Entertainment - Cbus	0.00	0.00	1,287.14	0.57
Office Exp/Supplies - Cbus	37.66	4.87	6,372.42	2.82
Payroll Processing - Cbus	0.00	0.00	256.07	0.11
Payroll Taxes - Cbus	0.00	0.00	10,504.65	4.65
Rent - Cbus	(5,484.25)	(708.87)	62,387.43	27.60
Repairs/Maintenance - Cbus	0.00	0.00	1,763.99	0.78
Salary/Wage: Physicians - Cbus	0.00	0.00	37,771.51	16.71
Salary/Wage: Other Med - Cbus	0.00	0.00	88,345.57	39.08
Salary/Wage: Marketing - Cbus	0.00	0.00	2,786.38	1.23
Telephone/Comm - Cbus	0.00	0.00	1,151.29	0.51
Utilities - Cbus	0.00	0.00	6,783.86	3.00
Total Expenses	<u>(773.66)</u>	<u>(100.00)</u>	<u>226,041.20</u>	<u>100.00</u>
Net Income	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>

Circulatory Center of PA - Pittsburgh
Income Statement
For the Twelve Months Ending December 31, 2015

	Current Month		Year to Date	
Revenues				
Professional Fee Income - Pitt	\$ 392,775.97	100.28	\$ 4,848,301.88	100.25
Refunds - Pitt	(1,109.98)	(0.28)	(11,951.93)	(0.25)
Total Revenues	<u>391,665.99</u>	<u>100.00</u>	<u>4,836,349.95</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>391,665.99</u>	<u>100.00</u>	<u>4,836,349.95</u>	<u>100.00</u>
Expenses				
ADV: Web/Internet - Pitt	16,773.71	4.28	85,782.03	1.77
ADV: TV - Pitt	2,065.50	0.53	88,038.75	1.82
ADV: Print - Pitt	99.00	0.03	6,255.48	0.13
ADV: Direct Mail - Pitt	0.00	0.00	9,413.13	0.19
ADV: Events/Ancillary - Pitt	558.11	0.14	10,649.63	0.22
ADV: Promo Items - Pitt	1,756.55	0.45	13,698.10	0.28
ADV: Vanity Phone - Pitt	421.14	0.11	3,112.44	0.06
ADV: Admin Fees - Pitt	5,320.42	1.36	24,202.71	0.50
ADV: Outdoor - Pitt	0.00	0.00	150.00	0.00
ADV: Dr Marketing/Lunch - Pitt	1,500.68	0.38	2,808.91	0.06
Auto/Mileage - Pitt	4,326.07	1.10	61,722.56	1.28
Drug/Medical Supply - Pitt	55,237.75	14.10	399,013.77	8.25
Dues/Subscriptions - Pitt	270.00	0.07	8,702.04	0.18
Employee Insurance - Pitt	5,955.80	1.52	69,254.03	1.43
Insurance: GL/WC/MCare - Pitt	4,740.52	1.21	75,256.49	1.56
License Fee - Pitt	0.00	0.00	39.49	0.00
Lodging/Travel - Pitt	1,287.28	0.33	8,353.44	0.17
Management Fee Exp - Pitt	99,477.81	25.40	1,450,719.74	30.00
Meals/Entertainment - Pitt	1,091.46	0.28	8,091.60	0.17
Office Exp/Supplies - Pitt	3,166.78	0.81	53,225.21	1.10
Payroll Processing - Pitt	543.70	0.14	3,875.75	0.08
Payroll Taxes - Pitt	8,381.45	2.14	130,930.50	2.71
Rent - Pitt	32,396.17	8.27	368,779.22	7.63
Repairs/Maintenance - Pitt	6,228.88	1.59	58,566.24	1.21
Salary/Wage: Physicians - Pitt	67,966.66	17.35	726,953.47	15.03
Salary/Wage: Other Med - Pitt	54,624.22	13.95	1,084,210.75	22.42
Salary/Wage: Marketing - Pitt	7,810.92	1.99	37,947.57	0.78
Software - Pitt	7,957.11	2.03	8,144.25	0.17
Telephone/Comm - Pitt	1,220.40	0.31	21,512.72	0.44
Tax Expense - Pitt	0.00	0.00	8,559.86	0.18
Utilities - Pitt	487.90	0.12	8,380.07	0.17
Total Expenses	<u>391,665.99</u>	<u>100.00</u>	<u>4,836,349.95</u>	<u>100.00</u>
Net Income	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>

Circulatory Center of PA - Erie
Income Statement
For the Twelve Months Ending December 31, 2015

	Current Month		Year to Date	
Revenues				
Professional Fee Income - Erie	\$ 60,825.73	100.00	\$ 825,914.63	100.12
Refunds - Erie	0.00	0.00	(984.91)	(0.12)
Total Revenues	60,825.73	100.00	824,929.72	100.00
Cost of Sales				
Total Cost of Sales	0.00	0.00	0.00	0.00
Gross Profit	60,825.73	100.00	824,929.72	100.00
Expenses				
ADV: Web/Internet - Erie	7,726.73	12.70	39,551.24	4.79
ADV: TV - Erie	0.00	0.00	30,238.90	3.67
ADV: Radio - Erie	0.00	0.00	9,283.49	1.13
ADV: Print - Erie	0.00	0.00	8,381.25	1.02
ADV: Direct Mail - Erie	0.00	0.00	5,750.77	0.70
ADV: Events/Ancillary - Erie	563.74	0.93	4,983.81	0.60
ADV: Promo Items - Erie	1,090.39	1.79	5,335.37	0.65
ADV: Vanity Phone - Erie	421.14	0.69	3,112.41	0.38
ADV: Admin Fees - Erie	3,108.06	5.11	13,646.38	1.65
ADV: Dr Marketing/Lunch - Erie	5.14	0.01	5.14	0.00
Auto/Mileage - Erie	1,106.02	1.82	6,849.94	0.83
Drug/Medical Supply - Erie	5,817.62	9.56	86,762.95	10.52
Dues/Subscriptions - Erie	290.00	0.48	1,522.80	0.18
Employee Insurance - Erie	1,889.91	3.11	6,471.04	0.78
Insurance: GL/WC/MCare - Erie	718.26	1.18	11,718.26	1.42
License Fee - Erie	0.00	0.00	14.49	0.00
Lodging/Travel - Erie	1,637.78	2.69	6,040.73	0.73
Management Fee Exp - Erie	(31,334.76)	(51.52)	207,048.67	25.10
Meals/Entertainment - Erie	259.46	0.43	1,226.15	0.15
Office Exp/Supplies - Erie	6,807.56	11.19	16,627.20	2.02
Payroll Processing - Erie	91.76	0.15	801.26	0.10
Payroll Taxes - Erie	1,186.97	1.95	19,207.36	2.33
Rent - Erie	5,272.44	8.67	29,559.10	3.58
Repairs/Maintenance - Erie	734.59	1.21	6,976.32	0.85
Salary/Wage: Physicians - Erie	0.00	0.00	76,422.07	9.26
Salary/Wage: Other Med - Erie	38,556.48	63.39	195,825.94	23.74
Salary/Wage: Marketing - Erie	4,000.00	6.58	7,846.08	0.95
Software - Erie	7,957.12	13.08	8,144.26	0.99
Telephone/Comm - Erie	2,437.80	4.01	8,480.36	1.03
Tax Expense - Erie	0.00	0.00	1,073.31	0.13
Utilities - Erie	481.52	0.79	6,022.67	0.73
Total Expenses	60,825.73	100.00	824,929.72	100.00
Net Income	\$ 0.00	0.00	\$ 0.00	0.00

Circulatory Center of PA - Somerset/Johnstown
Income Statement
For the Twelve Months Ending December 31, 2015

	Current Month		Year to Date	
Revenues				
Professional Fee Income - SOJO	\$ 82,710.81	100.00	\$ 948,522.40	100.31
Refunds - SOJO	0.00	0.00	(2,901.62)	(0.31)
Total Revenues	82,710.81	100.00	945,620.78	100.00
Cost of Sales				
Total Cost of Sales	0.00	0.00	0.00	0.00
Gross Profit	82,710.81	100.00	945,620.78	100.00
Expenses				
ADV: Web/Internet - SOJO	8,073.73	9.76	29,880.96	3.16
ADV: TV - SOJO	1,728.90	2.09	10,797.72	1.14
ADV: Radio - SOJO	(2,754.00)	(3.33)	2,856.00	0.30
ADV: Print - SOJO	(1,986.00)	(2.40)	1,868.75	0.20
ADV: Direct Mail - SOJO	0.00	0.00	3,851.62	0.41
ADV: Events/Ancillary - SOJO	1,114.20	1.35	6,683.25	0.71
ADV: Promo Items - SOJO	1,730.16	2.09	8,667.60	0.92
ADV: Vanity Phone - SOJO	421.14	0.51	3,112.41	0.33
ADV: Admin Fees - SOJO	2,108.06	2.55	8,896.38	0.94
ADV: Dr Marketing/Lunch - SOJO	121.61	0.15	612.68	0.06
Auto/Mileage - SOJO	3,269.02	3.95	30,999.30	3.28
Drug/Medical Supply - SOJO	7,030.87	8.50	80,014.15	8.46
Dues/Subscriptions - SOJO	450.00	0.54	2,681.60	0.28
Employee Insurance - SOJO	1,848.02	2.23	11,625.22	1.23
Insurance: GL/WC/MCare - SOJO	1,005.57	1.22	12,922.20	1.37
License Fee - SOJO	0.00	0.00	14.49	0.00
Lodging/Travel - SOJO	1,285.26	1.55	5,521.20	0.58
Management Fee Exp - SOJO	(17,231.75)	(20.83)	9,416.24	1.00
Meals/Entertainment - SOJO	259.46	0.31	2,327.64	0.25
Office Exp/Supplies - SOJO	2,588.65	3.13	16,567.81	1.75
Payroll Processing - SOJO	142.56	0.17	1,035.02	0.11
Payroll Taxes - SOJO	2,243.96	2.71	36,133.05	3.82
Rent - SOJO	3,689.96	4.46	64,404.72	6.81
Repairs/Maintenance - SOJO	2,086.37	2.52	11,460.70	1.21
Salary/Wage: Physicians - SOJO	21,332.30	25.79	256,665.87	27.14
Salary/Wage: Other Med - SOJO	30,964.33	37.44	269,740.30	28.53
Salary/Wage: Marketing - SOJO	2,004.68	2.42	30,532.28	3.23
Software - SOJO	7,957.11	9.62	8,144.26	0.86
Telephone/Comm - SOJO	695.51	0.84	6,088.29	0.64
Tax Expense - SOJO	0.00	0.00	4,505.54	0.48
Utilities - SOJO	531.13	0.64	7,593.53	0.80
Total Expenses	82,710.81	100.00	945,620.78	100.00
Net Income	\$ 0.00	0.00	\$ 0.00	0.00

Circulatory Center of PA - State College/Altoona
Income Statement
For the Twelve Months Ending December 31, 2015

	Current Month		Year to Date	
Revenues				
Professional Fee Income - SCAL	\$ 159,608.92	101.05	\$ 1,555,101.48	100.23
Refunds - SCAL	(1,665.00)	(1.05)	(3,627.90)	(0.23)
Total Revenues	157,943.92	100.00	1,551,473.58	100.00
Cost of Sales				
Total Cost of Sales	0.00	0.00	0.00	0.00
Gross Profit	157,943.92	100.00	1,551,473.58	100.00
Expenses				
ADV: Web/Internet - SCAL	12,720.73	8.05	51,917.84	3.35
ADV: TV - SCAL	0.00	0.00	30,312.53	1.95
ADV: Radio - SCAL	0.00	0.00	11,495.40	0.74
ADV: Print - SCAL	(2,325.00)	(1.47)	14,482.92	0.93
ADV: Direct Mail - SCAL	0.00	0.00	5,640.56	0.36
ADV: Events/Ancillary - SCAL	136.10	0.09	7,540.82	0.49
ADV: Promo Items - SCAL	1,730.17	1.10	8,630.99	0.56
ADV: Vanity Phone - SCAL	421.14	0.27	3,112.41	0.20
ADV: Admin Fees - SCAL	3,114.32	1.97	13,424.55	0.87
ADV: Dr Marketing/Lunch - SCAL	54.22	0.03	209.77	0.01
Auto/Mileage - SCAL	2,547.95	1.61	27,606.33	1.78
Drug/Medical Supply - SCAL	13,279.20	8.41	125,219.35	8.07
Dues/Subscriptions - SCAL	270.00	0.17	2,194.60	0.14
Employee Insurance - SCAL	1,319.91	0.84	6,772.73	0.44
Insurance: GL/WC/Mcare - SCAL	1,292.87	0.82	17,792.87	1.15
License Fee - SCAL	0.00	0.00	74.49	0.00
Lodging/Travel - SCAL	1,285.28	0.81	6,069.71	0.39
Management Fee Exp - SCAL	57,692.33	36.53	651,398.64	41.99
Meals/Entertainment - SCAL	259.45	0.16	2,160.13	0.14
Office Exp/Supplies - SCAL	1,020.72	0.65	15,301.98	0.99
Payroll Processing - SCAL	106.18	0.07	1,009.48	0.07
Payroll Taxes - SCAL	1,486.94	0.94	26,739.86	1.72
Rent - SCAL	6,535.25	4.14	77,864.28	5.02
Repairs/Maintenance - SCAL	976.78	0.62	12,150.82	0.78
Salary/Wage: Physicians - SCAL	5,333.08	3.38	78,778.31	5.08
Salary/Wage: Other Med - SCAL	37,684.10	23.86	307,957.86	19.85
Salary/Wage: Marketing - SCAL	2,004.68	1.27	26,933.75	1.74
Software - SCAL	7,957.11	5.04	8,144.26	0.52
Telephone/Comm - SCAL	488.69	0.31	4,487.39	0.29
Tax Expense - SCAL	0.00	0.00	1,073.30	0.07
Utilities - SCAL	551.72	0.35	4,975.65	0.32
Total Expenses	157,943.92	100.00	1,551,473.58	100.00
Net Income	\$ 0.00	0.00	\$ 0.00	0.00

Circulatory Center of WV
Income Statement
For the Twelve Months Ending December 31, 2015

	Current Month		Year to Date	
Revenues				
Professional Fee Income - WV	\$ 180,172.80	100.00	\$ 1,686,697.30	100.14
Refunds - WV	0.00	0.00	(2,377.51)	(0.14)
Total Revenues	180,172.80	100.00	1,684,319.79	100.00
Cost of Sales				
Total Cost of Sales	0.00	0.00	0.00	0.00
Gross Profit	180,172.80	100.00	1,684,319.79	100.00
Expenses				
ADV: Web/Internet - WV	11,117.73	6.17	53,347.49	3.17
ADV: TV - WV	4,180.30	2.32	35,978.45	2.14
ADV: Radio - WV	(3,090.57)	(1.72)	2,733.60	0.16
ADV: Direct Mail - WV	0.00	0.00	4,978.96	0.30
ADV: Events/Ancillary - WV	(828.90)	(0.46)	10,136.81	0.60
ADV: Promo Items - WV	1,736.20	0.96	11,904.97	0.71
ADV: Vanity Phone - WV	421.13	0.23	3,112.39	0.18
ADV: Admin Fees - WV	3,254.94	1.81	14,921.30	0.89
ADV: Dr Marketing/Lunch - WV	5.13	0.00	49.16	0.00
Auto/Mileage - WV	2,017.69	1.12	24,841.76	1.47
Drug/Medical Supply - WV	16,543.54	9.18	156,510.57	9.29
Dues/Subscriptions - WV	740.00	0.41	5,121.13	0.30
Employee Insurance - WV	1,512.96	0.84	11,555.20	0.69
Insurance: GL/WC/MCare - WV	861.92	0.48	13,695.29	0.81
License Fee - WV	0.00	0.00	14.49	0.00
Lodging/Travel - WV	1,263.20	0.70	5,522.06	0.33
Management Fee Exp - WV	47,000.77	26.09	492,913.76	29.26
Meals/Entertainment - WV	185.02	0.10	2,024.31	0.12
Office Exp/Supplies - WV	2,527.31	1.40	16,049.26	0.95
Payroll Processing - WV	252.59	0.14	1,618.35	0.10
Payroll Taxes - WV	2,548.28	1.41	33,674.47	2.00
Rent - WV	8,950.20	4.97	112,867.64	6.70
Repairs/Maintenance - WV	1,094.97	0.61	20,848.05	1.24
Salary/Wage: Physicians - WV	37,000.00	20.54	377,571.88	22.42
Salary/Wage: Other Med - WV	30,295.18	16.81	215,667.23	12.80
Salary/Wage: Marketing - WV	2,426.76	1.35	32,392.36	1.92
Software - WV	7,957.11	4.42	8,144.26	0.48
Telephone/Comm - WV	250.18	0.14	1,107.59	0.07
Tax Expense - WV	0.00	0.00	419.80	0.02
Utilities - WV	(50.84)	(0.03)	14,597.20	0.87
Total Expenses	180,172.80	100.00	1,684,319.79	100.00
Net Income	\$ 0.00	0.00	\$ 0.00	0.00

Circulatory Center of GA
Income Statement
For the Twelve Months Ending December 31, 2015

	Current Month		Year to Date	
Revenues				
Professional Fee Income - GA	\$ 50.00	100.00	\$ 257.89	204.22
Refunds - GA	0.00	0.00	(384.17)	(304.22)
Total Revenues	<u>50.00</u>	<u>100.00</u>	<u>(126.28)</u>	<u>(100.00)</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>50.00</u>	<u>100.00</u>	<u>(126.28)</u>	<u>(100.00)</u>
Expenses				
ADV: Admin Fees - GA	0.00	0.00	4,119.00	3,261.80
Drug/Medical Supply - GA	0.00	0.00	2,455.69	1,944.64
Management Fee Exp - GA	35.00	70.00	(16,016.25)	(12,683.1)
Office Exp/Supplies - GA	15.00	30.00	247.15	195.72
Rent - GA	0.00	0.00	5,639.29	4,465.70
Telephone/Comm - GA	0.00	0.00	1,516.64	1,201.01
Utilities - GA	0.00	0.00	1,912.20	1,514.25
Total Expenses	<u>50.00</u>	<u>100.00</u>	<u>(126.28)</u>	<u>(100.00)</u>
Net Income	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>

Circulatory Center of CT
Income Statement
For the Twelve Months Ending December 31, 2015

	Current Month		Year to Date	
Revenues				
Professional Fee Income - CT	\$ 163,127.89	100.00	\$ 1,047,221.05	100.55
Refunds - CT	0.00	0.00	(5,708.07)	(0.55)
Total Revenues	163,127.89	100.00	1,041,512.98	100.00
Cost of Sales				
Total Cost of Sales	0.00	0.00	0.00	0.00
Gross Profit	163,127.89	100.00	1,041,512.98	100.00
Expenses				
ADV: Web/Internet - CT	21,024.73	12.89	83,825.04	8.05
ADV: TV - CT	(4,394.50)	(2.69)	64,030.55	6.15
ADV: Radio - CT	0.00	0.00	1,861.50	0.18
ADV: Print - CT	0.00	0.00	4,748.00	0.46
ADV: Direct Mail - CT	0.00	0.00	8,329.60	0.80
ADV: Events/Ancillary - CT	583.01	0.36	5,525.70	0.53
ADV: Promo Items - CT	1,649.81	1.01	9,644.06	0.93
ADV: Vanity Phone - CT	421.14	0.26	3,033.71	0.29
ADV: Admin Fees - CT	4,808.06	2.95	23,787.10	2.28
ADV: Dr Marketing/Lunch - CT	5.14	0.00	564.07	0.05
Auto/Mileage - CT	1,531.40	0.94	16,277.98	1.56
Drug/Medical Supply - CT	30,015.38	18.40	112,297.63	10.78
Dues/Subscriptions - CT	360.00	0.22	6,695.12	0.64
Employee Insurance - CT	1,590.30	0.97	17,677.06	1.70
Insurance: GL/WC/MCare - CT	1,005.57	0.62	17,063.84	1.64
License Fee - CT	0.00	0.00	14.48	0.00
Lodging/Travel - CT	5,937.10	3.64	71,789.18	6.89
Management Fee Exp - CT	2,942.49	1.80	(271,980.65)	(26.11)
Meals/Entertainment - CT	0.00	0.00	3,642.58	0.35
Office Exp/Supplies - CT	2,564.90	1.57	32,232.58	3.09
Payroll Processing - CT	241.17	0.15	2,440.07	0.23
Payroll Taxes - CT	4,456.95	2.73	42,599.72	4.09
Rent - CT	13,746.87	8.43	164,851.48	15.83
Repairs/Maintenance - CT	3,323.36	2.04	34,298.88	3.29
Salary/Wage: Physicians - CT	28,800.00	17.65	221,213.39	21.24
Salary/Wage: Other Med - CT	30,879.00	18.93	272,138.21	26.13
Salary/Wage: Marketing - CT	4,333.50	2.66	45,984.75	4.42
Software - CT	7,957.12	4.88	8,144.26	0.78
Telephone/Comm - CT	412.18	0.25	5,397.92	0.52
Tax Expense - CT	(2,322.38)	(1.42)	13,007.64	1.25
Utilities - CT	1,255.59	0.77	20,377.52	1.96
Total Expenses	163,127.89	100.00	1,041,512.97	100.00
Net Income	\$ 0.00	0.00	\$ 0.01	0.00

Circulatory Center of VA
Income Statement
For the Twelve Months Ending December 31, 2015

	Current Month		Year to Date	
Revenues				
Professional Fee Income - VA	\$ 39.88	16.33	\$ 516,462.14	100.41
Refunds - VA	204.27	83.67	(2,116.21)	(0.41)
Total Revenues	<u>244.15</u>	<u>100.00</u>	<u>514,345.93</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>244.15</u>	<u>100.00</u>	<u>514,345.93</u>	<u>100.00</u>
Expenses				
ADV: Web/Internet - VA	(227.37)	(93.13)	45,230.89	8.79
ADV: TV - VA	0.00	0.00	26,957.75	5.24
ADV: Radio - VA	0.00	0.00	3,975.00	0.77
ADV: Print - VA	0.00	0.00	874.00	0.17
ADV: Direct Mail - VA	0.00	0.00	6,097.24	1.19
ADV: Events/Ancillary - VA	(50.00)	(20.48)	14,404.57	2.80
ADV: Promo Items - VA	1,490.99	610.69	9,015.02	1.75
ADV: Vanity Phone - VA	0.00	0.00	2,521.97	0.49
ADV: Admin Fees - VA	4,158.06	1,703.08	18,972.09	3.69
ADV: Dr Marketing/Lunch - VA	0.00	0.00	299.63	0.06
Auto/Mileage - VA	0.00	0.00	10,489.03	2.04
Drug/Medical Supply - VA	1,239.88	507.84	93,357.88	18.15
Dues/Subscriptions - VA	0.00	0.00	1,224.00	0.24
Employee Insurance - VA	(766.58)	(313.98)	26,043.25	5.06
Insurance: GL/WC/MCARE - VA	718.26	294.19	11,718.26	2.28
Lodging/Travel - VA	987.43	404.44	17,642.74	3.43
Management Fee Exp - VA	(8,264.72)	(3,385.10)	(226,600.62)	(44.06)
Meals/Entertainment - VA	0.00	0.00	1,549.23	0.30
Office Exp/Supplies - VA	604.12	247.44	11,219.96	2.18
Payroll Processing - VA	0.00	0.00	1,072.12	0.21
Payroll Taxes - VA	0.00	0.00	23,560.66	4.58
Rent - VA	0.00	0.00	82,910.26	16.12
Repairs/Maintenance - VA	(453.10)	(185.58)	13,140.76	2.55
Salary/Wage: Physicians - VA	0.00	0.00	117,083.98	22.76
Salary/Wage: Other Med - VA	0.00	0.00	141,687.84	27.55
Salary/Wage: Marketing - VA	0.00	0.00	36,746.47	7.14
Telephone/Comm - VA	148.11	60.66	10,877.50	2.11
Tax Expense - VA	673.63	275.91	3,913.87	0.76
Utilities - VA	(14.56)	(5.96)	8,360.58	1.63
Total Expenses	<u>244.15</u>	<u>100.00</u>	<u>514,345.93</u>	<u>100.00</u>
Net Income	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>

Circulatory Center of NY - Buffalo
Income Statement
For the Twelve Months Ending December 31, 2015

	Current Month		Year to Date	
Revenues				
Professional Fee Income - Buff	\$ 0.00	0.00	\$ 169,392.52	100.14
Refunds - Buff	0.00	0.00	(244.78)	(0.14)
Total Revenues	<u>0.00</u>	<u>0.00</u>	<u>169,147.74</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>0.00</u>	<u>0.00</u>	<u>169,147.74</u>	<u>100.00</u>
Expenses				
ADV: Web/Internet - Buff	(395.77)	0.00	23,881.71	14.12
ADV: TV - Buff	0.00	0.00	8,925.00	5.28
ADV: Direct Mail - Buff	0.00	0.00	8,664.53	5.12
ADV: Events/Ancillary - Buff	0.00	0.00	840.43	0.50
ADV: Promo Items - Buff	0.00	0.00	2,664.99	1.58
ADV: Vanity Phone - Buff	0.00	0.00	1,234.28	0.73
ADV: Admin Fees - Buff	0.00	0.00	12,656.25	7.48
ADV: Dr Marketing/Lunch - Buff	0.00	0.00	21.98	0.01
Auto/Mileage - Buff	0.00	0.00	8,430.53	4.98
Drug/Medical Supply - Buff	0.00	0.00	24,499.42	14.48
Dues/Subscriptions - Buff	0.00	0.00	1,045.72	0.62
Employee Insurance - Buff	0.00	0.00	543.08	0.32
Insurance: GL/WC/MCare - Buff	861.92	0.00	13,695.29	8.10
Lodging/Travel - Buff	0.00	0.00	1,487.09	0.88
Management Fee Exp - Buff	(6,127.43)	0.00	(164,439.38)	(97.22)
Meals/Entertainment - Buff	0.00	0.00	1,665.38	0.98
Office Exp/Supplies - Buff	0.00	0.00	11,650.00	6.89
Payroll Processing - Buff	0.00	0.00	430.59	0.25
Payroll Taxes - Buff	0.00	0.00	9,768.19	5.77
Rent - Buff	5,497.92	0.00	66,216.87	39.15
Repairs/Maintenance - Buff	0.00	0.00	4,125.25	2.44
Salary/Wage: Physicians - Buff	0.00	0.00	75,103.77	44.40
Salary/Wage: Other Med - Buff	0.00	0.00	49,795.83	29.44
Telephone/Comm - Buff	0.00	0.00	1,154.76	0.68
Tax Expense - Buff	0.00	0.00	300.15	0.18
Utilities - Buff	163.36	0.00	4,786.03	2.83
Total Expenses	<u>0.00</u>	<u>0.00</u>	<u>169,147.74</u>	<u>100.00</u>
Net Income	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>

Circulatory Center of NY - Jamestown
Income Statement
For the Twelve Months Ending December 31, 2015

	Current Month		Year to Date	
Revenues				
Professional Fee Income - Jame	\$ 35,785.15	101.53	\$ 403,695.14	100.14
Refunds - Jame	(540.42)	(1.53)	(565.42)	(0.14)
Total Revenues	<u>35,244.73</u>	<u>100.00</u>	<u>403,129.72</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>35,244.73</u>	<u>100.00</u>	<u>403,129.72</u>	<u>100.00</u>
Expenses				
ADV: Web/Internet - Jame	5,246.73	14.89	15,845.39	3.93
ADV: Radio - Jame	550.00	1.56	6,106.64	1.51
ADV: Print - Jame	0.00	0.00	180.00	0.04
ADV: Direct Mail - Jame	0.00	0.00	1,662.04	0.41
ADV: Events/Ancillary - Jame	360.00	1.02	2,362.21	0.59
ADV: Promo Items - Jame	965.47	2.74	5,932.93	1.47
ADV: Vanity Phone - Jame	421.13	1.19	3,029.28	0.75
ADV: Admin Fees - Jame	937.50	2.66	6,117.76	1.52
ADV: Dr Marketing/Lunch - Jame	5.14	0.01	5.14	0.00
Auto/Mileage - Jame	1,711.20	4.86	13,494.55	3.35
Drug/Medical Supply - Jame	6,662.90	18.90	61,975.81	15.37
Dues/Subscriptions - Jame	958.00	2.72	3,411.00	0.85
Employee Insurance - Jame	737.49	2.09	3,257.58	0.81
Insurance: GL/WC/MCARE - Jame	574.61	1.63	8,824.61	2.19
License Fee - Jame	600.00	1.70	614.48	0.15
Lodging/Travel - Jame	457.50	1.30	2,169.93	0.54
Management Fee Exp - Jame	(25,923.71)	(73.55)	(185,287.30)	(45.96)
Meals/Entertainment - Jame	12.85	0.04	968.22	0.24
Office Exp/Supplies - Jame	555.45	1.58	6,215.83	1.54
Payroll Processing - Jame	165.14	0.47	885.51	0.22
Payroll Taxes - Jame	1,305.78	3.70	28,054.84	6.96
Rent - Jame	2,987.00	8.48	40,720.92	10.10
Repairs/Maintenance - Jame	441.35	1.25	5,476.70	1.36
Salary/Wage: Physicians - Jame	14,250.76	40.43	144,759.13	35.91
Salary/Wage: Other Med - Jame	13,023.28	36.95	212,009.32	52.59
Software - Jame	7,957.12	22.58	8,144.26	2.02
Telephone/Comm - Jame	23.65	0.07	222.64	0.06
Tax Expense - Jame	0.00	0.00	2,209.03	0.55
Utilities - Jame	258.39	0.73	3,761.27	0.93
Total Expenses	<u>35,244.73</u>	<u>100.00</u>	<u>403,129.72</u>	<u>100.00</u>
Net Income	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>

Circulatory Centers of America
Balance Sheet
December 31, 2016

ASSETS

Current Assets		
Checking Acct: PNC - OH	\$	86,701.51
ACCOUNTS RECEIVABLE		852,075.00
Prepaid Insurance		12,907.06
Prepaid Expense		123,754.05
Security Deposit		56,145.68
		<hr/>
Total Current Assets		1,131,583.30
Property and Equipment		
Fixed Assets		2,907,842.51
Fixed Assets - EMR		193,627.11
Fixed Assets - Shoreline		339,890.44
Fixed Assets - VA		447,987.30
Fixed Assets - Leapfrog		321,508.81
Accumulated Depreciation		(2,678,720.28)
		<hr/>
Total Property and Equipment		1,532,135.89
Other Assets		
Utility Deposit		1,965.00
Non Compete - Shoreline		217,748.00
Loan Fees		19,995.27
Goodwill - Shoreline		780,872.79
Goodwill		1,200,000.00
Management Agreement		50,000.00
Accumulated Amortization		(150,049.99)
Advances To Shareholders		3,558,943.00
		<hr/>
Total Other Assets		5,679,474.07
Total Assets	\$	<hr/> <hr/> 8,343,193.26

LIABILITIES AND CAPITAL

Current Liabilities		
ACCOUNTS PAYABLE	\$	908,797.00
ACCRUED PAYROLL		189,149.51
Fifth Third Non Revolver Term		236,100.32
S/T Equipment Lease 5/3 - #3		60,000.00
S/T Equipment Note 5/3 - #4		62,068.95
S/T Equipment Note 5/3 - #5		105,000.01
Fifth Third Revolving LOC		959,077.21
S/T GE Lease		32,872.00
Loans From Shareholders		450,000.00
		<hr/>
Total Current Liabilities		3,003,065.00
Long-Term Liabilities		
Fifth Third Non Revolver Term		1,102,271.38
L/T Equipment Lease 5/3 - #3		82,000.00
L/T Equipment Note 5/3 - #4		220,689.70
L/T Equipment Note 5/3 - #5		466,666.71
L/T GE Lease		92,679.71
		<hr/>

Unaudited - For Management Purposes Only

Circulatory Centers of America
Balance Sheet
December 31, 2016

Total Long-Term Liabilities		<u>1,964,307.50</u>
Total Liabilities		4,967,372.50
Capital		
Retained Earnings	4,087,679.65	
Net Income	<u>(711,858.89)</u>	
Total Capital		<u>3,375,820.76</u>
Total Liabilities & Capital	\$	<u><u>8,343,193.26</u></u>

Circulatory Centers of America
Income Statement
For the Twelve Months Ending December 31, 2016

	Current Month		Year to Date	
Revenues				
Management Fees - CCA	\$ (18,711.39)	(100.00)	\$ 2,001,978.10	100.00
Total Revenues	(18,711.39)	(100.00)	2,001,978.10	100.00
Cost of Sales				
Total Cost of Sales	0.00	0.00	0.00	0.00
Gross Profit	(18,711.39)	(100.00)	2,001,978.10	100.00
Expenses				
Auto/Mileage - CCA	4,546.00	24.30	67,825.00	3.39
Bank/Credit Card Charges - CCA	4,561.55	24.38	68,556.99	3.42
Depreciation Expense - CCA	25,000.00	133.61	300,000.00	14.99
Dues/Subscriptions - CCA	150.00	0.80	7,706.40	0.38
Employee Insurance - CCA	7,373.51	39.41	196,590.28	9.82
Insurance: GL/WC/MCare - CCA	(17.75)	(0.09)	(288.17)	(0.01)
Interest Expense	1,982.15	10.59	23,058.14	1.15
Lodging/Travel - CCA	2,777.57	14.84	46,409.49	2.32
Management Fee Exp - CCA	0.00	0.00	100,001.67	5.00
Meals/Entertainment - CCA	1,189.10	6.35	27,649.78	1.38
Meetings, Annual - CCA	0.00	0.00	276.40	0.01
Office Exp/Supplies - CCA	4,267.72	22.81	100,230.97	5.01
Payroll Processing - CCA	660.24	3.53	6,120.64	0.31
Payroll Taxes - CCA	9,017.82	48.19	117,726.10	5.88
Professional Fees - CCA	24,830.00	132.70	99,051.43	4.95
Rent - CCA	6,789.92	36.29	81,433.05	4.07
Repairs/Maintenance - CCA	604.21	3.23	11,674.41	0.58
Salary/Wage: Marketing - CCA	0.01	0.00	0.01	0.00
Salary/Wage: Gen Admin - CCA	20,134.95	107.61	558,814.70	27.91
Salary/Wage: MSO Billing - CCA	39,302.35	210.05	549,953.70	27.47
Salary/Wage: MSO Schedule - CCA	13,844.84	73.99	209,744.35	10.48
Software - CCA	4,675.18	24.99	56,546.83	2.82
Telephone/Comm - CCA	10,371.62	55.43	68,598.89	3.43
Tax Expense - CCA	257.88	1.38	3,548.76	0.18
Utilities - CCA	(284.62)	(1.52)	12,551.40	0.63
Total Expenses	182,034.25	972.85	2,713,781.22	135.55
Net Income	\$ (200,745.64)	(1,072.85)	\$ (711,803.12)	(35.55)

Income Statement
For the Twelve Months Ending December 31, 2016

	Current Month		Year to Date	
Revenues				
Professional Fee Income	\$ 870,701.36	102.78	\$ 13,036,060.01	86.91
Refunds	(4,873.14)	(0.58)	(37,740.18)	(0.25)
Total Revenues	<u>865,828.22</u>	<u>102.21</u>	<u>12,998,319.83</u>	<u>86.65</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>865,828.22</u>	<u>102.21</u>	<u>12,998,319.83</u>	<u>86.65</u>
Expenses				
ADV: Web/Internet	11,160.21	1.32	231,211.21	1.54
ADV: TV	(14,391.11)	(1.70)	432,691.35	2.88
ADV: Radio	75,354.71	8.90	194,242.83	1.29
ADV: Print	5,478.92	0.65	63,226.64	0.42
ADV: Direct Mail	(1,353.36)	(0.16)	80,207.42	0.53
ADV: Events/Ancillary	(2,825.94)	(0.33)	87,876.87	0.59
ADV: Promo/Collateral Items	708.17	0.08	85,240.58	0.57
ADV: Vanity Phone	961.96	0.11	34,474.74	0.23
ADV: Admin Fees	(3,806.20)	(0.45)	50,962.91	0.34
Auto/Mileage	18,406.21	2.17	255,629.26	1.70
Bad Debt Closed Locations	0.00	0.00	80,992.00	0.54
Drug/Medical Supply - Buff	155,122.13	18.31	1,404,367.47	9.36
Dues/Subscriptions	3,184.50	0.38	29,524.62	0.20
Employee Insurance	13,958.32	1.65	157,259.35	1.05
Insurance: GL/WC/Mcare	12,047.25	1.42	146,128.52	0.97
License Fee	69.00	0.01	4,723.42	0.03
Lodging/Travel	9,744.01	1.15	86,700.83	0.58
Management Fee Exp	31,512.61	3.72	2,052,202.10	13.68
Meals/Entertainment	160.12	0.02	8,271.30	0.06
Office Exp/Supplies	14,770.41	1.74	136,944.01	0.91
Payroll Processing	1,858.71	0.22	13,867.11	0.09
Payroll Taxes	22,512.74	2.66	382,611.51	2.55
Rent	94,222.43	11.12	1,190,490.08	7.94
Repairs/Maintenance	10,369.74	1.22	183,463.74	1.22
Salary/Wage: Physicians	134,295.75	15.85	1,866,210.27	12.44
Salary/Wage: Other Med	203,169.25	23.98	2,915,772.70	19.44
Salary/Wage: Marketing	35,336.17	4.17	425,491.34	2.84
Software	22,056.10	2.60	200,677.12	1.34
Telephone/Comm - Buff	7,141.36	0.84	92,670.29	0.62
Tax Expense	1,603.90	0.19	14,168.26	0.09
Utilities	3,000.15	0.35	90,075.75	0.60
Total Expenses	<u>865,828.22</u>	<u>102.21</u>	<u>12,998,375.60</u>	<u>86.65</u>
Net Income	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ (55.77)</u>	<u>0.00</u>

Circulatory Center of OH - Akron
Income Statement
For the Twelve Months Ending December 31, 2016

	Current Month		Year to Date	
Revenues				
Professional Fee Income - Akrn	\$ 106,616.37	100.56	\$ 1,146,915.01	100.52
Refunds - Akrn	(594.83)	(0.56)	(5,936.93)	(0.52)
Total Revenues	106,021.54	100.00	1,140,978.08	100.00
Cost of Sales				
Total Cost of Sales	0.00	0.00	0.00	0.00
Gross Profit	106,021.54	100.00	1,140,978.08	100.00
Expenses				
ADV: Web/Internet - Akrn	4,157.92	3.92	26,522.85	2.32
ADV: TV - Akrn	(3,598.00)	(3.39)	48,464.63	4.25
ADV: Radio - Akrn	6,862.50	6.47	16,575.00	1.45
ADV: Print - Akrn	2,984.00	2.81	7,153.50	0.63
ADV: Direct Mail - Akrn	(393.30)	(0.37)	8,109.21	0.71
ADV: Events/Ancillary - Akrn	(528.13)	(0.50)	8,037.37	0.70
ADV: Promo Items - Akrn	(87.22)	(0.08)	11,150.27	0.98
ADV: Vanity Phone - Akrn	79.95	0.08	3,304.71	0.29
ADV: Admin Fees - Akrn	(746.91)	(0.70)	3,662.68	0.32
Auto/Mileage - Akrn	1,929.21	1.82	28,677.64	2.51
Drug/Medical Supply - Akrn	10,553.58	9.95	100,202.24	8.78
Dues/Subscriptions - Akrn	779.80	0.74	4,476.81	0.39
Employee Insurance - Akrn	1,545.11	1.46	15,785.88	1.38
Insurance: GL/WC/MCare - Akrn	1,054.80	0.99	11,157.28	0.98
License Fee - Akrn	0.00	0.00	290.39	0.03
Lodging/Travel - Akrn	1,480.68	1.40	8,525.39	0.75
Management Fee Exp - Akrn	24,613.32	23.22	267,841.50	23.47
Meals/Entertainment - Akrn	0.00	0.00	183.01	0.02
Office Exp/Supplies - Akrn	3,535.36	3.33	11,174.66	0.98
Payroll Processing - Akrn	176.96	0.17	1,033.04	0.09
Payroll Taxes - Akrn	2,313.03	2.18	24,671.35	2.16
Rent - Akrn	8,584.58	8.10	105,547.90	9.25
Repairs/Maintenance - Akrn	893.43	0.84	23,465.68	2.06
Salary/Wage: Physicians - Akrn	8,333.34	7.86	80,312.53	7.04
Salary/Wage: Other Med - Akrn	23,022.37	21.71	240,031.33	21.04
Salary/Wage: Marketing - Akrn	5,507.51	5.19	39,972.48	3.50
Software - Akrn	2,392.30	2.26	20,129.55	1.76
Telephone/Comm - Akrn	83.32	0.08	10,388.46	0.91
Tax Expense - Akrn	534.64	0.50	2,402.72	0.21
Utilities - Akrn	(42.61)	(0.04)	11,728.02	1.03
Total Expenses	106,021.54	100.00	1,140,978.08	100.00
Net Income	\$ 0.00	0.00	\$ 0.00	0.00

Circulatory Center of OH - Cleveland
Income Statement
For the Twelve Months Ending December 31, 2016

	Current Month		Year to Date	
Revenues				
Professional Fee Income - Clev	\$ 81,854.96	100.68	\$ 740,090.33	100.66
Refunds - Clev	(551.48)	(0.68)	(4,829.54)	(0.66)
Total Revenues	81,303.48	100.00	735,260.79	100.00
Cost of Sales				
Total Cost of Sales	0.00	0.00	0.00	0.00
Gross Profit	81,303.48	100.00	735,260.79	100.00
Expenses				
ADV: Web/Internet - Clev	(1,353.33)	(1.66)	17,009.31	2.31
ADV: TV - Clev	(2,630.00)	(3.23)	41,577.26	5.65
ADV: Radio - Clev	6,168.33	7.59	25,872.88	3.52
ADV: Print - Clev	(2,895.00)	(3.56)	6,078.00	0.83
ADV: Direct Mail - Clev	(260.64)	(0.32)	6,089.31	0.83
ADV: Events/Ancillary - Clev	(1,040.49)	(1.28)	7,411.47	1.01
ADV: Promo Items - Clev	188.95	0.23	7,534.92	1.02
ADV: Vanity Phone - Clev	79.95	0.10	3,304.75	0.45
ADV: Admin Fees - Clev	(532.93)	(0.66)	4,085.63	0.56
Auto/Mileage - Clev	847.66	1.04	22,872.07	3.11
Drug/Medical Supply - Clev	6,135.93	7.55	80,474.38	10.95
Dues/Subscriptions - Clev	484.80	0.60	3,337.96	0.45
Employee Insurance - Clev	598.97	0.74	12,183.95	1.66
Insurance: GL/WC/MCare - Clev	946.30	1.16	9,731.57	1.32
License Fee - Clev	0.00	0.00	290.39	0.04
Lodging/Travel - Clev	913.66	1.12	7,094.38	0.96
Management Fee Exp - Clev	37,595.05	46.24	12,858.36	1.75
Meals/Entertainment - Clev	0.00	0.00	183.01	0.02
Office Exp/Supplies - Clev	2,929.41	3.60	12,131.25	1.65
Payroll Processing - Clev	108.36	0.13	826.06	0.11
Payroll Taxes - Clev	1,366.31	1.68	19,633.51	2.67
Rent - Clev	7,696.15	9.47	89,002.64	12.10
Repairs/Maintenance - Clev	646.48	0.80	17,171.05	2.34
Salary/Wage: Physicians - Clev	3,125.00	3.84	55,312.48	7.52
Salary/Wage: Other Med - Clev	13,720.12	16.88	187,825.24	25.55
Salary/Wage: Marketing - Clev	2,997.25	3.69	34,863.73	4.74
Software - Clev	2,392.30	2.94	20,149.52	2.74
Telephone/Comm - Clev	387.84	0.48	14,708.77	2.00
Tax Expense - Clev	534.63	0.66	2,202.71	0.30
Utilities - Clev	152.42	0.19	13,444.23	1.83
Total Expenses	81,303.48	100.00	735,260.79	100.00
Net Income	\$ 0.00	0.00	\$ 0.00	0.00

Circulatory Center of OH - Youngstown
Income Statement
For the Twelve Months Ending December 31, 2016

	Current Month		Year to Date	
Revenues				
Professional Fee Income - Ygtn	\$ 72,263.55	100.00	\$ 797,119.34	100.35
Refunds - Ygtn	0.00	0.00	(2,782.94)	(0.35)
Total Revenues	<u>72,263.55</u>	<u>100.00</u>	<u>794,336.40</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>72,263.55</u>	<u>100.00</u>	<u>794,336.40</u>	<u>100.00</u>
Expenses				
ADV: Web/Internet - Ygtn	(656.33)	(0.91)	11,777.48	1.48
ADV: TV - Ygtn	(886.00)	(1.23)	37,097.93	4.67
ADV: Radio - Ygtn	8,800.00	12.18	13,900.00	1.75
ADV: Print - Ygtn	571.00	0.79	924.00	0.12
ADV: Direct Mail - Ygtn	25.24	0.03	4,180.73	0.53
ADV: Events/Ancillary - Ygtn	(716.19)	(0.99)	4,260.72	0.54
ADV: Promo Items - Ygtn	(131.29)	(0.18)	6,259.49	0.79
ADV: Vanity Phone - Ygtn	79.95	0.11	3,304.71	0.42
ADV: Admin Fees - Ygtn	(59.91)	(0.08)	3,093.35	0.39
Auto/Mileage - Ygtn	1,701.66	2.35	28,309.41	3.56
Drug/Medical Supply - Ygtn	10,487.72	14.51	74,866.72	9.43
Dues/Subscriptions - Ygtn	435.40	0.60	2,357.29	0.30
Employee Insurance - Ygtn	805.01	1.11	10,089.73	1.27
Insurance: GL/WC/MCare - Ygtn	838.00	1.16	8,306.00	1.05
License Fee - Ygtn	0.00	0.00	290.38	0.04
Lodging/Travel - Ygtn	1,125.46	1.56	7,683.59	0.97
Management Fee Exp - Ygtn	15,549.99	21.52	154,703.89	19.48
Meals/Entertainment - Ygtn	0.00	0.00	183.01	0.02
Office Exp/Supplies - Ygtn	124.01	0.17	6,413.58	0.81
Payroll Processing - Ygtn	121.44	0.17	870.11	0.11
Payroll Taxes - Ygtn	1,525.33	2.11	20,733.63	2.61
Rent - Ygtn	4,401.13	6.09	47,605.24	5.99
Repairs/Maintenance - Ygtn	596.93	0.83	10,615.04	1.34
Salary/Wage: Physicians - Ygtn	5,208.34	7.21	59,479.15	7.49
Salary/Wage: Other Med - Ygtn	15,533.42	21.50	204,133.39	25.70
Salary/Wage: Marketing - Ygtn	2,731.17	3.78	30,822.08	3.88
Software - Ygtn	1,670.57	2.31	19,407.87	2.44
Telephone/Comm - Ygtn	2,263.47	3.13	12,398.50	1.56
Tax Expense - Ygtn	534.63	0.74	2,202.70	0.28
Utilities - Ygtn	(416.60)	(0.58)	8,066.68	1.02
Total Expenses	<u>72,263.55</u>	<u>100.00</u>	<u>794,336.40</u>	<u>100.00</u>
Net Income	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>

Circulatory Center of PA - Pittsburgh
Income Statement
For the Twelve Months Ending December 31, 2016

	Current Month		Year to Date	
Revenues				
Professional Fee Income - Pitt	\$ 258,928.49	100.34	\$ 4,310,155.95	100.29
Refunds - Pitt	(866.58)	(0.34)	(12,591.66)	(0.29)
Total Revenues	<u>258,061.91</u>	<u>100.00</u>	<u>4,297,564.29</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>258,061.91</u>	<u>100.00</u>	<u>4,297,564.29</u>	<u>100.00</u>
Expenses				
ADV: Web/Internet - Pitt	3,504.37	1.36	52,851.47	1.23
ADV: TV - Pitt	(9,519.00)	(3.69)	68,882.96	1.60
ADV: Radio - Pitt	15,959.00	6.18	41,820.00	0.97
ADV: Print - Pitt	(1,147.00)	(0.44)	2,792.00	0.06
ADV: Direct Mail - Pitt	(397.41)	(0.15)	14,158.24	0.33
ADV: Events/Ancillary - Pitt	(1,301.19)	(0.50)	14,665.13	0.34
ADV: Promo Items - Pitt	102.88	0.04	13,969.02	0.33
ADV: Vanity Phone - Pitt	35.95	0.01	3,305.72	0.08
ADV: Admin Fees - Pitt	(1,630.91)	(0.63)	4,694.30	0.11
Auto/Mileage - Pitt	2,926.29	1.13	46,016.44	1.07
Drug/Medical Supply - Pitt	47,179.31	18.28	414,556.06	9.65
Dues/Subscriptions - Pitt	790.50	0.31	6,287.92	0.15
Employee Insurance - Pitt	4,296.64	1.66	53,736.33	1.25
Insurance: GL/WC/MCare - Pitt	4,211.21	1.63	55,010.97	1.28
License Fee - Pitt	69.00	0.03	1,261.32	0.03
Lodging/Travel - Pitt	296.67	0.11	7,107.45	0.17
Management Fee Exp - Pitt	15,833.94	6.14	1,312,492.00	30.54
Meals/Entertainment - Pitt	40.03	0.02	1,998.55	0.05
Office Exp/Supplies - Pitt	2,163.07	0.84	34,846.59	0.81
Payroll Processing - Pitt	536.55	0.21	3,893.69	0.09
Payroll Taxes - Pitt	7,378.39	2.86	117,928.12	2.74
Rent - Pitt	31,693.95	12.28	371,462.61	8.64
Repairs/Maintenance - Pitt	2,661.83	1.03	58,547.30	1.36
Salary/Wage: Physicians - Pitt	43,749.99	16.95	449,012.83	10.45
Salary/Wage: Other Med - Pitt	74,645.14	28.93	981,597.75	22.84
Salary/Wage: Marketing - Pitt	8,382.19	3.25	118,810.50	2.76
Software - Pitt	3,474.90	1.35	21,212.25	0.49
Telephone/Comm - Pitt	1,747.92	0.68	16,861.81	0.39
Tax Expense - Pitt	0.00	0.00	2,452.33	0.06
Utilities - Pitt	377.70	0.15	5,332.63	0.12
Total Expenses	<u>258,061.91</u>	<u>100.00</u>	<u>4,297,564.29</u>	<u>100.00</u>
Net Income	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>

Circulatory Center of PA - Erie
Income Statement
For the Twelve Months Ending December 31, 2016

	Current Month		Year to Date	
Revenues				
Professional Fee Income - Erie	\$ 69,544.16	100.00	\$ 749,605.91	100.14
Refunds - Erie	0.00	0.00	(1,063.65)	(0.14)
Total Revenues	69,544.16	100.00	748,542.26	100.00
Cost of Sales				
Total Cost of Sales	0.00	0.00	0.00	0.00
Gross Profit	69,544.16	100.00	748,542.26	100.00
Expenses				
ADV: Web/Internet - Erie	(1,689.33)	(2.43)	12,625.34	1.69
ADV: TV - Erie	(1,489.00)	(2.14)	44,703.75	5.97
ADV: Radio - Erie	11,699.00	16.82	18,677.00	2.50
ADV: Print - Erie	2,977.25	4.28	14,637.25	1.96
ADV: Direct Mail - Erie	(195.97)	(0.28)	7,378.25	0.99
ADV: Events/Ancillary - Erie	(680.66)	(0.98)	5,292.01	0.71
ADV: Promo Items - Erie	(77.81)	(0.11)	5,215.74	0.70
ADV: Vanity Phone - Erie	35.95	0.05	3,305.72	0.44
ADV: Admin Fees - Erie	(531.93)	(0.76)	3,596.09	0.48
Auto/Mileage - Erie	918.54	1.32	11,902.82	1.59
Drug/Medical Supply - Erie	7,736.46	11.12	89,255.64	11.92
Dues/Subscriptions - Erie	0.00	0.00	1,580.14	0.21
Employee Insurance - Erie	728.66	1.05	12,350.46	1.65
Insurance: GL/WC/MCare - Erie	946.40	1.36	9,232.17	1.23
License Fee - Erie	0.00	0.00	68.72	0.01
Lodging/Travel - Erie	864.50	1.24	9,175.74	1.23
Management Fee Exp - Erie	20,917.61	30.08	82,305.88	11.00
Meals/Entertainment - Erie	40.03	0.06	1,704.18	0.23
Office Exp/Supplies - Erie	444.38	0.64	11,673.67	1.56
Payroll Processing - Erie	106.93	0.15	837.78	0.11
Payroll Taxes - Erie	1,218.21	1.75	20,479.11	2.74
Rent - Erie	3,864.79	5.56	46,377.48	6.20
Repairs/Maintenance - Erie	421.00	0.61	6,986.51	0.93
Salary/Wage: Physicians - Erie	4,166.66	5.99	69,895.80	9.34
Salary/Wage: Other Med - Erie	11,693.55	16.81	184,745.64	24.68
Salary/Wage: Marketing - Erie	2,330.68	3.35	36,173.15	4.83
Software - Erie	2,031.43	2.92	19,768.76	2.64
Telephone/Comm - Erie	211.06	0.30	7,424.09	0.99
Utilities - Erie	855.77	1.23	11,173.37	1.49
Total Expenses	69,544.16	100.00	748,542.26	100.00
Net Income	\$ 0.00	0.00	\$ 0.00	0.00

Circulatory Center of PA - Somerset/Johnstown
Income Statement
For the Twelve Months Ending December 31, 2016

	Current Month		Year to Date	
Revenues				
Professional Fee Income - SOJO	\$ 54,415.70	101.45	\$ 675,940.07	100.22
Refunds - SOJO	(776.00)	(1.45)	(1,469.86)	(0.22)
Total Revenues	<u>53,639.70</u>	<u>100.00</u>	<u>674,470.21</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>53,639.70</u>	<u>100.00</u>	<u>674,470.21</u>	<u>100.00</u>
Expenses				
ADV: Web/Internet - SOJO	(833.33)	(1.55)	10,405.02	1.54
ADV: TV - SOJO	(443.00)	(0.83)	20,688.95	3.07
ADV: Radio - SOJO	(709.00)	(1.32)	9,546.00	1.42
ADV: Print - SOJO	(371.00)	(0.69)	2,241.50	0.33
ADV: Direct Mail - SOJO	(51.90)	(0.10)	4,302.14	0.64
ADV: Events/Ancillary - SOJO	3,388.25	6.32	8,441.39	1.25
ADV: Promo Items - SOJO	135.93	0.25	6,533.65	0.97
ADV: Vanity Phone - SOJO	35.95	0.07	3,305.75	0.49
ADV: Admin Fees - SOJO	3.09	0.01	3,203.66	0.47
Auto/Mileage - SOJO	2,656.71	4.95	27,486.12	4.08
Drug/Medical Supply - SOJO	10,977.49	20.47	69,149.34	10.25
Dues/Subscriptions - SOJO	66.00	0.12	1,085.00	0.16
Employee Insurance - SOJO	842.62	1.57	13,357.65	1.98
Insurance: GL/WC/MCare - SOJO	982.54	1.83	9,804.29	1.45
License Fee - SOJO	0.00	0.00	163.71	0.02
Lodging/Travel - SOJO	517.97	0.97	8,292.82	1.23
Management Fee Exp - SOJO	7,971.91	14.86	(11,554.04)	(1.71)
Meals/Entertainment - SOJO	40.03	0.07	1,504.13	0.22
Office Exp/Supplies - SOJO	473.76	0.88	9,050.95	1.34
Payroll Processing - SOJO	82.49	0.15	828.33	0.12
Payroll Taxes - SOJO	1,131.50	2.11	26,754.48	3.97
Rent - SOJO	6,741.62	12.57	78,903.20	11.70
Repairs/Maintenance - SOJO	308.00	0.57	11,174.72	1.66
Salary/Wage: Physicians - SOJO	5,333.34	9.94	97,585.49	14.47
Salary/Wage: Other Med - SOJO	8,948.53	16.68	202,549.15	30.03
Salary/Wage: Marketing - SOJO	2,371.25	4.42	22,678.37	3.36
Software - SOJO	2,031.43	3.79	20,513.57	3.04
Telephone/Comm - SOJO	736.93	1.37	8,741.83	1.30
Tax Expense - SOJO	0.00	0.00	669.75	0.10
Utilities - SOJO	270.59	0.50	7,063.29	1.05
Total Expenses	<u>53,639.70</u>	<u>100.00</u>	<u>674,470.21</u>	<u>100.00</u>
Net Income	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>

Circulatory Center of PA - State College/Altoona
Income Statement
For the Twelve Months Ending December 31, 2016

	Current Month		Year to Date	
Revenues				
Professional Fee Income - SCAL	\$ 132,801.37	100.00	\$ 1,439,006.82	100.10
Refunds - SCAL	0.00	0.00	(1,415.17)	(0.10)
Total Revenues	<u>132,801.37</u>	<u>100.00</u>	<u>1,437,591.65</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>132,801.37</u>	<u>100.00</u>	<u>1,437,591.65</u>	<u>100.00</u>
Expenses				
ADV: Web/Internet - SCAL	3,410.20	2.57	28,528.44	1.98
ADV: TV - SCAL	(1,179.00)	(0.89)	29,944.50	2.08
ADV: Radio - SCAL	2,586.88	1.95	11,501.88	0.80
ADV: Print - SCAL	2,184.00	1.64	19,008.35	1.32
ADV: Direct Mail - SCAL	(337.44)	(0.25)	8,002.79	0.56
ADV: Events/Ancillary - SCAL	(489.28)	(0.37)	4,161.98	0.29
ADV: Promo Items - SCAL	148.94	0.11	6,581.80	0.46
ADV: Vanity Phone - SCAL	35.95	0.03	3,305.75	0.23
ADV: Admin Fees - SCAL	(495.93)	(0.37)	3,600.23	0.25
Auto/Mileage - SCAL	4,182.69	3.15	37,765.58	2.63
Drug/Medical Supply - SCAL	23,996.19	18.07	151,348.69	10.53
Dues/Subscriptions - SCAL	24.00	0.02	2,220.00	0.15
Employee Insurance - SCAL	2,006.45	1.51	12,625.98	0.88
Insurance: GL/WC/Mcare - SCAL	1,247.50	0.94	13,283.69	0.92
License Fee - SCAL	0.00	0.00	118.71	0.01
Lodging/Travel - SCAL	517.98	0.39	9,056.66	0.63
Management Fee Exp - SCAL	33,811.31	25.46	352,418.20	24.51
Meals/Entertainment - SCAL	40.03	0.03	1,504.19	0.10
Office Exp/Supplies - SCAL	668.19	0.50	12,707.05	0.88
Payroll Processing - SCAL	178.52	0.13	1,385.96	0.10
Payroll Taxes - SCAL	2,611.60	1.97	45,139.30	3.14
Rent - SCAL	6,928.89	5.22	73,946.87	5.14
Repairs/Maintenance - SCAL	4,093.00	3.08	15,296.19	1.06
Salary/Wage: Physicians - SCAL	21,333.32	16.06	263,915.83	18.36
Salary/Wage: Other Med - SCAL	19,422.95	14.63	274,162.57	19.07
Salary/Wage: Marketing - SCAL	2,764.49	2.08	26,217.84	1.82
Software - SCAL	2,392.30	1.80	20,612.91	1.43
Telephone/Comm - SCAL	529.55	0.40	6,165.50	0.43
Utilities - SCAL	188.09	0.14	3,064.21	0.21
Total Expenses	<u>132,801.37</u>	<u>100.00</u>	<u>1,437,591.65</u>	<u>100.00</u>
Net Income	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>

Circulatory Center of WV
Income Statement
For the Twelve Months Ending December 31, 2016

	Current Month		Year to Date	
Revenues				
Professional Fee Income - WV	\$ 58,657.09	100.38	\$ 1,388,176.08	100.23
Refunds - WV	(222.12)	(0.38)	(3,202.75)	(0.23)
Total Revenues	<u>58,434.97</u>	<u>100.00</u>	<u>1,384,973.33</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>58,434.97</u>	<u>100.00</u>	<u>1,384,973.33</u>	<u>100.00</u>
Expenses				
ADV: Web/Internet - WV	2,667.94	4.57	22,092.36	1.60
ADV: TV - WV	(3,090.00)	(5.29)	41,994.75	3.03
ADV: Radio - WV	3,704.00	6.34	15,173.57	1.10
ADV: Print - WV	356.67	0.61	713.34	0.05
ADV: Direct Mail - WV	100.47	0.17	8,525.31	0.62
ADV: Events/Ancillary - WV	(1,262.59)	(2.16)	11,137.81	0.80
ADV: Promo Items - WV	(119.22)	(0.20)	9,332.28	0.67
ADV: Vanity Phone - WV	35.95	0.06	3,305.73	0.24
ADV: Admin Fees - WV	(607.93)	(1.04)	3,570.02	0.26
Auto/Mileage - WV	564.60	0.97	21,552.05	1.56
Drug/Medical Supply - WV	9,163.05	15.68	185,583.71	13.40
Dues/Subscriptions - WV	364.00	0.62	1,505.50	0.11
Employee Insurance - WV	967.22	1.66	12,103.20	0.87
Insurance: GL/WC/MCare - WV	1,042.70	1.78	10,949.87	0.79
License Fee - WV	0.00	0.00	1,449.71	0.10
Lodging/Travel - WV	0.00	0.00	1,045.13	0.08
Management Fee Exp - WV	(2,724.79)	(4.66)	263,985.11	19.06
Meals/Entertainment - WV	0.00	0.00	850.76	0.06
Office Exp/Supplies - WV	2,382.49	4.08	11,416.10	0.82
Payroll Processing - WV	221.91	0.38	1,697.39	0.12
Payroll Taxes - WV	1,659.32	2.84	36,033.65	2.60
Rent - WV	8,950.20	15.32	108,911.84	7.86
Repairs/Maintenance - WV	252.47	0.43	10,028.50	0.72
Salary/Wage: Physicians - WV	14,295.00	24.46	300,890.00	21.73
Salary/Wage: Other Med - WV	14,758.56	25.26	226,322.39	16.34
Salary/Wage: Marketing - WV	2,126.26	3.64	40,513.56	2.93
Software - WV	2,031.42	3.48	19,768.86	1.43
Telephone/Comm - WV	298.73	0.51	3,631.67	0.26
Tax Expense - WV	0.00	0.00	357.20	0.03
Utilities - WV	296.54	0.51	10,531.96	0.76
Total Expenses	<u>58,434.97</u>	<u>100.00</u>	<u>1,384,973.33</u>	<u>100.00</u>
Net Income	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>

Circulatory Center of CT
Income Statement
For the Twelve Months Ending December 31, 2016

	Current Month		Year to Date	
Revenues				
Professional Fee Income - CT	\$ (0.42)	(0.02)	\$ 1,312,618.57	100.30
Refunds - CT	(1,862.13)	(99.98)	(3,959.85)	(0.30)
Total Revenues	(1,862.55)	(100.00)	1,308,658.72	100.00
Cost of Sales				
Total Cost of Sales	0.00	0.00	0.00	0.00
Gross Profit	(1,862.55)	(100.00)	1,308,658.72	100.00
Expenses				
ADV: Web/Internet - CT	2,190.43	117.60	28,008.99	2.14
ADV: TV - CT	2,445.00	131.27	46,427.25	3.55
ADV: Radio - CT	20,499.00	1,100.59	38,341.50	2.93
ADV: Print - CT	0.00	0.00	3,054.20	0.23
ADV: Direct Mail - CT	225.68	12.12	12,413.42	0.95
ADV: Events/Ancillary - CT	0.00	0.00	10,414.04	0.80
ADV: Promo Items - CT	611.83	32.85	9,732.64	0.74
ADV: Vanity Phone - CT	375.58	20.16	3,645.35	0.28
ADV: Admin Fees - CT	713.09	38.29	6,989.12	0.53
Auto/Mileage - CT	2,054.27	110.29	19,658.97	1.50
Drug/Medical Supply - CT	5,975.88	320.84	124,446.53	9.51
Dues/Subscriptions - CT	240.00	12.89	4,291.00	0.33
Employee Insurance - CT	1,887.67	101.35	13,309.04	1.02
Insurance: GL/WC/MCare - CT	0.00	0.00	11,224.21	0.86
License Fee - CT	0.00	0.00	643.72	0.05
Lodging/Travel - CT	3,912.88	210.08	27,367.56	2.09
Management Fee Exp - CT	(85,102.31)	(4,569.13)	(87,242.33)	(6.67)
Office Exp/Supplies - CT	1,532.30	82.27	19,537.93	1.49
Payroll Processing - CT	166.63	8.95	1,515.10	0.12
Payroll Taxes - CT	1,941.35	104.23	50,594.49	3.87
Rent - CT	454.12	24.38	156,117.76	11.93
Repairs/Maintenance - CT	0.00	0.00	24,619.68	1.88
Salary/Wage: Physicians - CT	18,000.00	966.42	366,022.04	27.97
Salary/Wage: Other Med - CT	12,581.05	675.47	307,633.76	23.51
Salary/Wage: Marketing - CT	4,060.71	218.02	59,781.30	4.57
Software - CT	1,608.03	86.33	19,345.16	1.48
Telephone/Comm - CT	658.89	35.38	10,162.29	0.78
Tax Expense - CT	0.00	0.00	3,880.85	0.30
Utilities - CT	1,105.37	59.35	16,723.15	1.28
Total Expenses	(1,862.55)	(100.00)	1,308,658.72	100.00
Net Income	\$ 0.00	0.00	\$ 0.00	0.00

Circulatory Center of NY - Jamestown
Income Statement
For the Twelve Months Ending December 31, 2016

	Current Month		Year to Date	
Revenues				
Professional Fee Income - Jame	\$ 35,271.12	100.00	\$ 468,212.92	100.04
Refunds - Jame	0.00	0.00	(193.49)	(0.04)
Total Revenues	35,271.12	100.00	468,019.43	100.00
Cost of Sales				
Total Cost of Sales	0.00	0.00	0.00	0.00
Gross Profit	35,271.12	100.00	468,019.43	100.00
Expenses				
ADV: Web/Internet - Jame	(238.33)	(0.68)	8,827.15	1.89
ADV: TV - Jame	335.00	0.95	13,408.48	2.86
ADV: Radio - Jame	(215.00)	(0.61)	958.00	0.20
ADV: Print - Jame	819.00	2.32	5,231.50	1.12
ADV: Direct Mail - Jame	(68.09)	(0.19)	1,871.02	0.40
ADV: Events/Ancillary - Jame	(195.66)	(0.55)	4,999.34	1.07
ADV: Promo Items - Jame	(64.82)	(0.18)	4,695.11	1.00
ADV: Vanity Phone - Jame	166.78	0.47	3,435.55	0.73
ADV: Admin Fees - Jame	84.07	0.24	2,518.80	0.54
Auto/Mileage - Jame	624.58	1.77	11,388.16	2.43
Drug/Medical Supply - Jame	22,916.52	64.97	85,806.40	18.33
Dues/Subscriptions - Jame	0.00	0.00	2,383.00	0.51
Employee Insurance - Jame	279.97	0.79	4,146.57	0.89
Insurance: GL/WC/MCare - Jame	777.80	2.21	7,428.47	1.59
License Fee - Jame	0.00	0.00	146.37	0.03
Lodging/Travel - Jame	114.21	0.32	1,352.11	0.29
Management Fee Exp - Jame	(19,754.21)	(56.01)	(42,095.63)	(8.99)
Meals/Entertainment - Jame	0.00	0.00	160.46	0.03
Office Exp/Supplies - Jame	517.44	1.47	6,291.65	1.34
Payroll Processing - Jame	158.92	0.45	979.65	0.21
Payroll Taxes - Jame	1,367.70	3.88	20,643.87	4.41
Rent - Jame	3,076.61	8.72	45,934.82	9.81
Repairs/Maintenance - Jame	496.60	1.41	6,091.07	1.30
Salary/Wage: Physicians - Jame	10,750.76	30.48	123,784.12	26.45
Salary/Wage: Other Med - Jame	8,843.56	25.07	106,771.48	22.81
Salary/Wage: Marketing - Jame	2,064.66	5.85	15,658.33	3.35
Software - Jame	2,031.42	5.76	19,768.67	4.22
Telephone/Comm - Jame	168.75	0.48	1,789.41	0.38
Utilities - Jame	212.88	0.60	3,645.50	0.78
Total Expenses	35,271.12	100.00	468,019.43	100.00
Net Income	\$ 0.00	0.00	\$ 0.00	0.00

Circulatory Center of NY - Buffalo
Income Statement
For the Twelve Months Ending December 31, 2016

	Current Month		Year to Date	
Revenues				
Professional Fee Income - Buff	\$ 0.00	0.00	\$ 187.50	100.00
Total Revenues	<u>0.00</u>	<u>0.00</u>	<u>187.50</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>0.00</u>	<u>0.00</u>	<u>187.50</u>	<u>100.00</u>
Expenses				
ADV: Web/Internet - Buff	0.00	0.00	3,844.00	2,050.13
ADV: TV - Buff	4,910.89	0.00	8,004.89	4,269.27
ADV: Print - Buff	0.00	0.00	1,376.00	733.87
ADV: Direct Mail - Buff	0.00	0.00	2,113.00	1,126.93
ADV: Events/Ancillary - Buff	0.00	0.00	1,126.00	600.53
ADV: Promo Items - Buff	0.00	0.00	494.00	263.47
ADV: Vanity Phone - Buff	0.00	0.00	252.00	134.40
ADV: Admin Fees - Buff	0.00	0.00	2,585.00	1,378.67
Bad Debt Expense - Buff	0.00	0.00	21,746.00	11,597.8
Drug/Medical Supply - Buff	0.00	0.00	300.00	160.00
Management Fee Exp - Buff	(10,491.28)	0.00	(71,706.71)	(38,243.5
Office Exp/Supplies - Buff	0.00	0.00	377.00	201.07
Rent - Buff	5,580.39	0.00	29,179.72	15,562.5
Repairs/Maintenance - Buff	0.00	0.00	(52.00)	(27.73)
Utilities - Buff	0.00	0.00	548.60	292.59
Total Expenses	<u>0.00</u>	<u>0.00</u>	<u>187.50</u>	<u>100.00</u>
Net Income	\$ <u>0.00</u>	<u>0.00</u>	\$ <u>0.00</u>	<u>0.00</u>

Circulatory Center of OH - Columbus
Income Statement
For the Twelve Months Ending December 31, 2016

	Current Month		Year to Date	
Revenues				
Professional Fee Income - Cbus	\$ (8.33)	(100.00)	\$ 470.88	137.19
Refunds - Cbus	0.00	0.00	(127.66)	(37.19)
Total Revenues	<u>(8.33)</u>	<u>(100.00)</u>	<u>343.22</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>(8.33)</u>	<u>(100.00)</u>	<u>343.22</u>	<u>100.00</u>
Expenses				
ADV: Web/Internet - Cbus	0.00	0.00	2,378.00	692.85
ADV: TV - Cbus	752.00	9,027.61	16,752.00	4,880.83
ADV: Print - Cbus	0.00	0.00	17.00	4.95
ADV: Direct Mail - Cbus	0.00	0.00	613.00	178.60
ADV: Events/Ancillary - Cbus	0.00	0.00	609.00	177.44
ADV: Promo Items - Cbus	0.00	0.00	371.00	108.09
ADV: Vanity Phone - Cbus	0.00	0.00	226.00	65.85
ADV: Admin Fees - Cbus	0.00	0.00	2,224.00	647.98
Bad Debt Expense - Cbus	0.00	0.00	53,523.00	15,594.3
Drug/Medical Supply - Cbus	0.00	0.00	1,861.74	542.43
Employee Insurance - Cbus	0.00	0.00	(1,790.44)	(521.66)
Management Fee Exp - Cbus	(7,010.33)	(84,157.6	(101,021.02)	(29,433.3
Office Exp/Supplies - Cbus	0.00	0.00	374.94	109.24
Rent - Cbus	6,250.00	75,030.0	25,000.00	7,283.96
Repairs/Maintenance - Cbus	0.00	0.00	(64.00)	(18.65)
Utilities - Cbus	0.00	0.00	(731.00)	(212.98)
Total Expenses	<u>(8.33)</u>	<u>(100.00)</u>	<u>343.22</u>	<u>100.00</u>
Net Income	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>

Circulatory Center of GA
Income Statement
For the Twelve Months Ending December 31, 2016

	Current Month		Year to Date	
Revenues				
Professional Fee Income - GA	\$ 0.00	0.00	\$ 945.85	100.00
Total Revenues	<u>0.00</u>	<u>0.00</u>	<u>945.85</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>0.00</u>	<u>0.00</u>	<u>945.85</u>	<u>100.00</u>
Expenses				
ADV: Admin Fees - GA	0.00	0.00	1,703.00	180.05
Bad Debt Expense - GA	0.00	0.00	(3,140.00)	(331.98)
Drug/Medical Supply - GA	0.00	0.00	(3.00)	(0.32)
Management Fee Exp - GA	0.00	0.00	(10,058.81)	(1,063.47)
Office Exp/Supplies - GA	0.00	0.00	66.66	7.05
Rent - GA	0.00	0.00	12,500.00	1,321.56
Utilities - GA	0.00	0.00	(122.00)	(12.90)
Total Expenses	<u>0.00</u>	<u>0.00</u>	<u>945.85</u>	<u>100.00</u>
Net Income	\$ <u>0.00</u>	<u>0.00</u>	\$ <u>0.00</u>	<u>0.00</u>

Circulatory Center of VA
Income Statement
For the Twelve Months Ending December 31, 2016

	Current Month		Year to Date	
Revenues				
Professional Fee Income - VA	\$ 357.30	100.00	\$ 6,614.78	102.58
Refunds - VA	0.00	0.00	(166.68)	(2.58)
Total Revenues	<u>357.30</u>	<u>100.00</u>	<u>6,448.10</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>357.30</u>	<u>100.00</u>	<u>6,448.10</u>	<u>100.00</u>
Expenses				
ADV: Web/Internet - VA	0.00	0.00	6,340.80	98.34
ADV: TV - VA	0.00	0.00	14,744.00	228.66
ADV: Radio - VA	0.00	0.00	1,877.00	29.11
ADV: Direct Mail - VA	0.00	0.00	2,451.00	38.01
ADV: Events/Ancillary - VA	0.00	0.00	7,320.61	113.53
ADV: Promo Items - VA	0.00	0.00	3,370.66	52.27
ADV: Vanity Phone - VA	0.00	0.00	473.00	7.34
ADV: Admin Fees - VA	0.00	0.00	5,437.03	84.32
Bad Debt Expense - VA	0.00	0.00	8,863.00	137.45
Drug/Medical Supply - VA	0.00	0.00	26,519.02	411.27
Employee Insurance - VA	0.00	0.00	(639.00)	(9.91)
Management Fee Exp - VA	302.40	84.63	(70,724.30)	(1,096.82)
Office Exp/Supplies - VA	0.00	0.00	826.21	12.81
Repairs/Maintenance - VA	0.00	0.00	(416.00)	(6.45)
Telephone/Comm - VA	54.90	15.37	397.96	6.17
Utilities - VA	0.00	0.00	(392.89)	(6.09)
Total Expenses	<u>357.30</u>	<u>100.00</u>	<u>6,448.10</u>	<u>100.00</u>
Net Income	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 0.00</u>	<u>0.00</u>

Circulatory Centers of America

Balance Sheet

December 31, 2017

ASSETS

Current Assets

Checking Acct: PNC - OH	\$	124,585.65
ACCOUNTS RECEIVABLE		439,236.00
Prepaid Expense		45,697.72
Security Deposit		10,513.68

Total Current Assets	620,033.05
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Property and Equipment

Fixed Assets	2,909,415.41
Fixed Assets - EMR	193,627.11
Fixed Assets - Leapfrog	321,508.81
Accumulated Depreciation	(2,671,313.28)

Total Property and Equipment	753,238.05
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Other Assets

Utility Deposit	1,965.00
Loan Fees	19,995.27
Goodwill	1,200,000.00
Management Agreement	50,000.00
Advances To Shareholders	3,605,467.00

Total Other Assets	4,877,427.27
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Total Assets	\$ 6,250,698.37
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LIABILITIES AND CAPITAL

Current Liabilities

ACCOUNTS PAYABLE	\$	886,106.00
Accounts Payable - Post Petit		311,186.74
ACCRUED PAYROLL		125,000.00
Fifth Third Non Revolver Term		236,100.32
S/T Equipment Lease 5/3 - #3		60,000.00
S/T Equipment Note 5/3 - #4		62,068.95
S/T Equipment Note 5/3 - #5		105,000.01
Fifth Third Revolving LOC		959,077.21
S/T GE Lease		32,872.00
Loans From Shareholders		175,000.00

Total Current Liabilities	2,952,411.23
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Long-Term Liabilities

Fifth Third Non Revolver Term	1,082,271.38
L/T Equipment Lease 5/3 - #3	82,000.00
L/T Equipment Note 5/3 - #4	220,689.70
L/T Equipment Note 5/3 - #5	466,666.71
L/T GE Lease	72,990.16

Total Long-Term Liabilities	1,924,617.95
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Total Liabilities	4,877,029.18
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Capital

Retained Earnings	2,369,114.17
Net Income	(995,444.98)

Total Capital	1,373,669.19
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Unaudited - For Management Purposes Only

Circulatory Centers of America

Balance Sheet

December 31, 2017

Total Liabilities & Capital

\$ 6,250,698.37

Circulatory Centers of America
Income Statement
For the Twelve Months Ending December 31, 2017

	Current Month		Year to Date	
Revenues				
Management Fees - CCA	\$ 68,188.29	100.00	\$ 1,139,875.10	100.00
Total Revenues	<u>68,188.29</u>	<u>100.00</u>	<u>1,139,875.10</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>68,188.29</u>	<u>100.00</u>	<u>1,139,875.10</u>	<u>100.00</u>
Expenses				
Auto/Mileage - CCA	1,477.96	2.17	50,966.18	4.47
Bank/Credit Card Charges - CCA	1,705.00	2.50	21,213.74	1.86
Depreciation Expense - CCA	25,000.00	36.66	300,000.00	26.32
Dues/Subscriptions - CCA	0.00	0.00	8,975.00	0.79
Employee Insurance - CCA	8,756.86	12.84	111,697.75	9.80
Insurance: GL/WC/MCARE - CCA	0.00	0.00	270.00	0.02
Interest Expense	0.00	0.00	2,946.45	0.26
Lodging/Travel - CCA	0.00	0.00	7,350.96	0.64
Meals/Entertainment - CCA	0.00	0.00	3,532.74	0.31
Office Exp/Supplies - CCA	16,663.01	24.44	104,947.23	9.21
Payroll Processing - CCA	287.00	0.42	3,864.03	0.34
Payroll Taxes - CCA	9,377.00	13.75	95,084.69	8.34
Professional Fees - CCA	20,000.00	29.33	160,868.71	14.11
Rent - CCA	8,325.08	12.21	72,218.04	6.34
Repairs/Maintenance - CCA	0.00	0.00	2,909.99	0.26
Salary/Wage: Marketing - CCA	0.00	0.00	6,547.93	0.57
Salary/Wage: Gen Admin - CCA	37,231.43	54.60	483,190.77	42.39
Salary/Wage: MSO Billing - CCA	14,055.00	20.61	318,845.61	27.97
Salary/Wage: MSO Schedule - CCA	17,008.00	24.94	207,948.88	18.24
Software - CCA	2,066.48	3.03	75,666.76	6.64
Telephone/Comm - CCA	7,652.44	11.22	77,491.76	6.80
Tax Expense - CCA	0.00	0.00	1,031.52	0.09
Utilities - CCA	119.89	0.18	17,481.34	1.53
Total Expenses	<u>169,725.15</u>	<u>248.91</u>	<u>2,135,050.08</u>	<u>187.31</u>
Net Income	\$ <u>(101,536.86)</u>	<u>(148.91)</u>	\$ <u>(995,174.98)</u>	<u>(87.31)</u>

Income Statement
For the Twelve Months Ending December 31, 2017

	Current Month		Year to Date	
Revenues				
Professional Fee Income	\$ 398,745.00	82.75	\$ 7,963,618.19	87.51
Refunds	(705.00)	(0.15)	(18,527.98)	(0.20)
Total Revenues	<u>398,040.00</u>	<u>82.60</u>	<u>7,945,090.21</u>	<u>87.30</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>398,040.00</u>	<u>82.60</u>	<u>7,945,090.21</u>	<u>87.30</u>
Expenses				
ADV: Web/Internet	0.00	0.00	204,217.71	2.24
ADV: TV	0.00	0.00	71,161.20	0.78
ADV: Radio	0.00	0.00	67,190.22	0.74
ADV: Print	0.00	0.00	22,709.50	0.25
ADV: Direct Mail	0.00	0.00	1,168.40	0.01
ADV: Events/Ancillary	0.00	0.00	8,589.97	0.09
ADV: Promo/Collateral Items	0.00	0.00	29,242.54	0.32
ADV: Vanity Phone	0.00	0.00	29,701.05	0.33
ADV: Admin Fees	0.00	0.00	30,454.46	0.33
Auto/Mileage	0.00	0.00	47,486.37	0.52
Bad Debt Closed Locations	0.00	0.00	75,065.56	0.82
Drug/Medical Supply	23,267.67	4.83	608,534.94	6.69
Dues/Subscriptions	300.00	0.06	7,278.68	0.08
Employee Insurance	3,498.00	0.73	201,172.51	2.21
Insurance: GL/WC/Mcare	17,134.86	3.56	225,801.45	2.48
License Fee	0.00	0.00	2,328.00	0.03
Lodging/Travel	0.00	0.00	9,475.73	0.10
Management Fee Exp	83,820.29	17.40	1,155,734.10	12.70
Meals/Entertainment	0.00	0.00	3,692.88	0.04
Office Exp/Supplies	341.23	0.07	94,804.18	1.04
Payroll Processing	1,520.00	0.32	7,075.78	0.08
Payroll Taxes	854.00	0.18	348,316.78	3.83
Rent	59,147.48	12.27	893,154.46	9.81
Repairs/Maintenance	1,582.03	0.33	111,245.06	1.22
Salary/Wage: Physicians	123.82	0.03	350,002.32	3.85
Salary/Wage: Other Med	197,271.00	40.94	2,996,987.99	32.93
Salary/Wage: Marketing	0.00	0.00	79,699.99	0.88
Software	412.63	0.09	117,177.71	1.29
Telephone/Comm	3,624.10	0.75	61,552.66	0.68
Tax Expense	0.00	0.00	6,727.43	0.07
Utilities	5,696.49	1.18	77,582.12	0.85
Total Expenses	<u>398,593.60</u>	<u>82.72</u>	<u>7,945,331.75</u>	<u>87.31</u>
Net Income	\$ <u>(553.60)</u>	<u>(0.11)</u>	\$ <u>(241.54)</u>	<u>0.00</u>

Circulatory Center of OH - Akron
Income Statement
For the Twelve Months Ending December 31, 2017

	Current Month		Year to Date	
Revenues				
Professional Fee Income - Akrn	\$ 52,000.00	100.00	\$ 833,123.36	100.34
Refunds - Akrn	0.00	0.00	(2,850.31)	(0.34)
Total Revenues	<u>52,000.00</u>	<u>100.00</u>	<u>830,273.05</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>52,000.00</u>	<u>100.00</u>	<u>830,273.05</u>	<u>100.00</u>
Expenses				
ADV: Web/Internet - Akrn	0.00	0.00	19,522.83	2.35
ADV: TV - Akrn	0.00	0.00	6,956.24	0.84
ADV: Radio - Akrn	0.00	0.00	5,805.00	0.70
ADV: Print - Akrn	0.00	0.00	2,823.71	0.34
ADV: Direct Mail - Akrn	0.00	0.00	281.04	0.03
ADV: Events/Ancillary - Akrn	0.00	0.00	1,673.11	0.20
ADV: Promo Items - Akrn	0.00	0.00	3,895.84	0.47
ADV: Vanity Phone - Akrn	0.00	0.00	2,995.35	0.36
ADV: Admin Fees - Akrn	0.00	0.00	2,036.11	0.25
Auto/Mileage - Akrn	0.00	0.00	6,920.11	0.83
Bad Debt Expense - Akrn	0.00	0.00	65.56	0.01
Drug/Medical Supply - Akrn	1,238.00	2.38	60,053.43	7.23
Dues/Subscriptions - Akrn	150.00	0.29	701.66	0.08
Employee Insurance - Akrn	322.42	0.62	19,582.61	2.36
Insurance: GL/WC/MCare - Akrn	1,441.67	2.77	18,354.84	2.21
License Fee - Akrn	0.00	0.00	720.00	0.09
Lodging/Travel - Akrn	0.00	0.00	587.19	0.07
Management Fee Exp - Akrn	(4,883.11)	(9.39)	73,565.85	8.86
Meals/Entertainment - Akrn	0.00	0.00	277.47	0.03
Office Exp/Supplies - Akrn	0.00	0.00	8,382.52	1.01
Payroll Processing - Akrn	214.00	0.41	843.56	0.10
Payroll Taxes - Akrn	854.00	1.64	30,802.72	3.71
Rent - Akrn	20,837.00	40.07	102,320.95	12.32
Repairs/Maintenance - Akrn	0.00	0.00	17,299.65	2.08
Salary/Wage: Physicians - Akrn	0.00	0.00	23,302.14	2.81
Salary/Wage: Other Med - Akrn	30,802.00	59.23	373,428.32	44.98
Salary/Wage: Marketing - Akrn	0.00	0.00	12,843.36	1.55
Software - Akrn	36.00	0.07	11,431.57	1.38
Telephone/Comm - Akrn	0.00	0.00	9,551.34	1.15
Tax Expense - Akrn	0.00	0.00	(175.10)	(0.02)
Utilities - Akrn	1,148.02	2.21	13,424.07	1.62
Total Expenses	<u>52,160.00</u>	<u>100.31</u>	<u>830,273.05</u>	<u>100.00</u>
Net Income	\$ <u>(160.00)</u>	<u>(0.31)</u>	\$ <u>0.00</u>	<u>0.00</u>

Circulatory Center of OH - Cleveland
Income Statement
For the Twelve Months Ending December 31, 2017

	Current Month		Year to Date	
Revenues				
Professional Fee Income - Clev	\$ 28,000.00	100.00	\$ 454,419.70	100.48
Refunds - Clev	0.00	0.00	(2,155.28)	(0.48)
Total Revenues	28,000.00	100.00	452,264.42	100.00
Cost of Sales				
Total Cost of Sales	0.00	0.00	0.00	0.00
Gross Profit	28,000.00	100.00	452,264.42	100.00
Expenses				
ADV: Web/Internet - Clev	0.00	0.00	11,473.41	2.54
ADV: TV - Clev	0.00	0.00	5,267.94	1.16
ADV: Print - Clev	0.00	0.00	(510.00)	(0.11)
ADV: Direct Mail - Clev	0.00	0.00	37.70	0.01
ADV: Events/Ancillary - Clev	0.00	0.00	637.84	0.14
ADV: Promo Items - Clev	0.00	0.00	6,000.92	1.33
ADV: Vanity Phone - Clev	0.00	0.00	2,995.35	0.66
ADV: Admin Fees - Clev	0.00	0.00	5,605.94	1.24
Auto/Mileage - Clev	0.00	0.00	2,859.16	0.63
Drug/Medical Supply - Clev	1,900.00	6.79	44,573.93	9.86
Dues/Subscriptions - Clev	150.00	0.54	701.66	0.16
Employee Insurance - Clev	120.48	0.43	11,962.31	2.64
Insurance: GL/WC/MCare - Clev	1,275.00	4.55	16,246.30	3.59
Lodging/Travel - Clev	0.00	0.00	490.18	0.11
Management Fee Exp - Clev	(8,426.72)	(30.10)	(50,571.49)	(11.18)
Meals/Entertainment - Clev	0.00	0.00	277.47	0.06
Office Exp/Supplies - Clev	6.70	0.02	4,978.02	1.10
Payroll Processing - Clev	90.00	0.32	521.00	0.12
Payroll Taxes - Clev	0.00	0.00	24,523.13	5.42
Rent - Clev	12,825.00	45.80	75,131.51	16.61
Repairs/Maintenance - Clev	877.38	3.13	14,371.00	3.18
Salary/Wage: Physicians - Clev	0.00	0.00	8,586.99	1.90
Salary/Wage: Other Med - Clev	18,000.00	64.29	232,836.94	51.48
Salary/Wage: Marketing - Clev	0.00	0.00	7,581.65	1.68
Software - Clev	36.00	0.13	9,498.30	2.10
Telephone/Comm - Clev	253.32	0.90	8,867.51	1.96
Utilities - Clev	892.89	3.19	7,319.75	1.62
Total Expenses	28,000.05	100.00	452,264.42	100.00
Net Income	\$ (0.05)	0.00	\$ 0.00	0.00

Circulatory Center of OH - Youngstown
Income Statement
For the Twelve Months Ending December 31, 2017

	Current Month		Year to Date	
Revenues				
Professional Fee Income - Ygtn	\$ 11,887.00	100.00	\$ 596,727.35	100.28
Refunds - Ygtn	0.00	0.00	(1,687.78)	(0.28)
Total Revenues	11,887.00	100.00	595,039.57	100.00
Cost of Sales				
Total Cost of Sales	0.00	0.00	0.00	0.00
Gross Profit	11,887.00	100.00	595,039.57	100.00
Expenses				
ADV: Web/Internet - Ygtn	0.00	0.00	14,647.02	2.46
ADV: TV - Ygtn	0.00	0.00	2,468.44	0.41
ADV: Radio - Ygtn	0.00	0.00	5,160.02	0.87
ADV: Print - Ygtn	0.00	0.00	3,011.00	0.51
ADV: Direct Mail - Ygtn	0.00	0.00	111.70	0.02
ADV: Events/Ancillary - Ygtn	0.00	0.00	1,201.89	0.20
ADV: Promo Items - Ygtn	0.00	0.00	2,872.81	0.48
ADV: Vanity Phone - Ygtn	0.00	0.00	2,995.35	0.50
ADV: Admin Fees - Ygtn	0.00	0.00	3,045.51	0.51
Auto/Mileage - Ygtn	0.00	0.00	7,064.62	1.19
Drug/Medical Supply - Ygtn	433.00	3.64	53,455.07	8.98
Dues/Subscriptions - Ygtn	0.00	0.00	967.16	0.16
Employee Insurance - Ygtn	899.49	7.57	33,670.35	5.66
Insurance: GL/WC/MCare - Ygtn	1,101.52	9.27	14,684.53	2.47
License Fee - Ygtn	0.00	0.00	570.00	0.10
Lodging/Travel - Ygtn	0.00	0.00	708.95	0.12
Management Fee Exp - Ygtn	(9,059.36)	(76.21)	69,463.39	11.67
Meals/Entertainment - Ygtn	0.00	0.00	1,245.83	0.21
Office Exp/Supplies - Ygtn	(510.61)	(4.30)	11,149.70	1.87
Payroll Processing - Ygtn	381.00	3.21	787.41	0.13
Payroll Taxes - Ygtn	0.00	0.00	22,042.29	3.70
Rent - Ygtn	9,073.00	76.33	45,222.51	7.60
Repairs/Maintenance - Ygtn	0.00	0.00	8,466.73	1.42
Salary/Wage: Physicians - Ygtn	123.82	1.04	19,422.99	3.26
Salary/Wage: Other Med - Ygtn	8,539.00	71.83	230,282.46	38.70
Salary/Wage: Marketing - Ygtn	0.00	0.00	6,028.85	1.01
Software - Ygtn	0.00	0.00	12,856.95	2.16
Telephone/Comm - Ygtn	0.00	0.00	8,180.72	1.37
Utilities - Ygtn	906.14	7.62	13,255.32	2.23
Total Expenses	11,887.00	100.00	595,039.57	100.00
Net Income	\$ 0.00	0.00	\$ 0.00	0.00

Circulatory Center of PA - Erie
Income Statement
For the Twelve Months Ending December 31, 2017

	Current Month		Year to Date	
Revenues				
Professional Fee Income - Erie	\$ 47,000.00	100.00	\$ 548,138.52	100.05
Refunds - Erie	0.00	0.00	(285.73)	(0.05)
Total Revenues	<u>47,000.00</u>	<u>100.00</u>	<u>547,852.79</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>47,000.00</u>	<u>100.00</u>	<u>547,852.79</u>	<u>100.00</u>
Expenses				
ADV: Web/Internet - Erie	0.00	0.00	11,571.79	2.11
ADV: TV - Erie	0.00	0.00	6,978.44	1.27
ADV: Radio - Erie	0.00	0.00	8,129.00	1.48
ADV: Print - Erie	0.00	0.00	4,385.50	0.80
ADV: Direct Mail - Erie	0.00	0.00	35.70	0.01
ADV: Events/Ancillary - Erie	0.00	0.00	883.02	0.16
ADV: Promo Items - Erie	0.00	0.00	1,594.42	0.29
ADV: Vanity Phone - Erie	0.00	0.00	2,988.36	0.55
ADV: Admin Fees - Erie	0.00	0.00	(164.17)	(0.03)
Auto/Mileage - Erie	0.00	0.00	2,319.03	0.42
Drug/Medical Supply - Erie	3,900.00	8.30	46,195.93	8.43
Dues/Subscriptions - Erie	0.00	0.00	1,301.00	0.24
Employee Insurance - Erie	368.40	0.78	11,696.57	2.13
Insurance: GL/WC/MCare - Erie	1,275.00	2.71	16,246.40	2.97
Lodging/Travel - Erie	0.00	0.00	1,315.24	0.24
Management Fee Exp - Erie	19,065.77	40.57	82,439.54	15.05
Meals/Entertainment - Erie	0.00	0.00	287.70	0.05
Office Exp/Supplies - Erie	64.96	0.14	4,862.12	0.89
Payroll Processing - Erie	91.00	0.19	467.11	0.09
Payroll Taxes - Erie	0.00	0.00	27,485.65	5.02
Rent - Erie	0.00	0.00	38,994.67	7.12
Repairs/Maintenance - Erie	0.00	0.00	6,904.94	1.26
Salary/Wage: Physicians - Erie	0.00	0.00	14,136.83	2.58
Salary/Wage: Other Med - Erie	21,000.00	44.68	223,849.61	40.86
Salary/Wage: Marketing - Erie	0.00	0.00	6,664.25	1.22
Software - Erie	18.00	0.04	8,489.83	1.55
Telephone/Comm - Erie	553.51	1.18	5,293.54	0.97
Utilities - Erie	663.36	1.41	12,500.77	2.28
Total Expenses	<u>47,000.00</u>	<u>100.00</u>	<u>547,852.79</u>	<u>100.00</u>
Net Income	\$ <u>0.00</u>	<u>0.00</u>	\$ <u>0.00</u>	<u>0.00</u>

Circulatory Center of PA - Pittsburgh
Income Statement
For the Twelve Months Ending December 31, 2017

	Current Month		Year to Date	
Revenues				
Professional Fee Income - Pitt	\$ 152,000.00	100.01	\$ 2,937,471.10	100.16
Refunds - Pitt	(20.00)	(0.01)	(4,673.41)	(0.16)
Total Revenues	<u>151,980.00</u>	<u>100.00</u>	<u>2,932,797.69</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>151,980.00</u>	<u>100.00</u>	<u>2,932,797.69</u>	<u>100.00</u>
Expenses				
ADV: Web/Internet - Pitt	0.00	0.00	51,733.37	1.76
ADV: TV - Pitt	0.00	0.00	24,957.98	0.85
ADV: Radio - Pitt	0.00	0.00	34,880.50	1.19
ADV: Print - Pitt	0.00	0.00	4,257.30	0.15
ADV: Direct Mail - Pitt	0.00	0.00	22.70	0.00
ADV: Events/Ancillary - Pitt	0.00	0.00	1,028.84	0.04
ADV: Promo Items - Pitt	0.00	0.00	3,097.39	0.11
ADV: Vanity Phone - Pitt	0.00	0.00	2,988.37	0.10
ADV: Admin Fees - Pitt	0.00	0.00	16,529.18	0.56
Auto/Mileage - Pitt	0.00	0.00	8,315.55	0.28
Bad Debt Expense - Pitt	0.00	0.00	20,000.00	0.68
Drug/Medical Supply - Pitt	11,756.67	7.74	209,125.55	7.13
Dues/Subscriptions - Pitt	0.00	0.00	2,639.00	0.09
Employee Insurance - Pitt	899.68	0.59	85,661.70	2.92
Insurance: GL/WC/MCARE - Pitt	6,441.67	4.24	84,193.85	2.87
License Fee - Pitt	0.00	0.00	25.00	0.00
Lodging/Travel - Pitt	0.00	0.00	1,268.35	0.04
Management Fee Exp - Pitt	69,076.96	45.45	671,787.91	22.91
Meals/Entertainment - Pitt	0.00	0.00	570.64	0.02
Office Exp/Supplies - Pitt	228.04	0.15	33,335.67	1.14
Payroll Processing - Pitt	130.00	0.09	1,834.23	0.06
Payroll Taxes - Pitt	0.00	0.00	114,588.90	3.91
Rent - Pitt	22,777.48	14.99	336,614.49	11.48
Repairs/Maintenance - Pitt	201.16	0.13	34,009.33	1.16
Salary/Wage: Physicians - Pitt	0.00	0.00	127,083.31	4.33
Salary/Wage: Other Med - Pitt	65,000.00	42.77	983,480.87	33.53
Salary/Wage: Marketing - Pitt	0.00	0.00	19,020.48	0.65
Software - Pitt	90.00	0.06	33,890.65	1.16
Telephone/Comm - Pitt	1,808.82	1.19	14,160.31	0.48
Tax Expense - Pitt	0.00	0.00	5,869.00	0.20
Utilities - Pitt	(74.48)	(0.05)	5,827.27	0.20
Total Expenses	<u>178,336.00</u>	<u>117.34</u>	<u>2,932,797.69</u>	<u>100.00</u>
Net Income	<u>\$ (26,356.00)</u>	<u>(17.34)</u>	<u>\$ 0.00</u>	<u>0.00</u>

Circulatory Center of PA - State College/Altoona
Income Statement
For the Twelve Months Ending December 31, 2017

	Current Month		Year to Date	
Revenues				
Professional Fee Income - SCAL	\$ 69,000.00	100.27	\$ 1,056,119.73	100.35
Refunds - SCAL	(185.00)	(0.27)	(3,666.67)	(0.35)
Total Revenues	<u>68,815.00</u>	<u>100.00</u>	<u>1,052,453.06</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>68,815.00</u>	<u>100.00</u>	<u>1,052,453.06</u>	<u>100.00</u>
Expenses				
ADV: Web/Internet - SCAL	0.00	0.00	14,169.40	1.35
ADV: TV - SCAL	0.00	0.00	4,716.44	0.45
ADV: Radio - SCAL	0.00	0.00	9,505.20	0.90
ADV: Print - SCAL	0.00	0.00	6,066.00	0.58
ADV: Direct Mail - SCAL	0.00	0.00	33.70	0.00
ADV: Events/Ancillary - SCAL	0.00	0.00	217.14	0.02
ADV: Promo Items - SCAL	0.00	0.00	4,149.77	0.39
ADV: Vanity Phone - SCAL	0.00	0.00	2,988.37	0.28
ADV: Admin Fees - SCAL	0.00	0.00	2,459.06	0.23
Auto/Mileage - SCAL	0.00	0.00	12,020.14	1.14
Drug/Medical Supply - SCAL	3,640.00	5.29	66,912.82	6.36
Dues/Subscriptions - SCAL	0.00	0.00	623.00	0.06
Employee Insurance - SCAL	352.73	0.51	7,528.55	0.72
Insurance: GL/WC/Mcare - SCAL	1,775.00	2.58	22,547.50	2.14
License Fee - SCAL	0.00	0.00	365.50	0.03
Lodging/Travel - SCAL	0.00	0.00	1,291.36	0.12
Management Fee Exp - SCAL	60,177.95	87.45	306,260.50	29.10
Meals/Entertainment - SCAL	0.00	0.00	357.17	0.03
Office Exp/Supplies - SCAL	(188.50)	(0.27)	5,961.39	0.57
Payroll Processing - SCAL	411.00	0.60	969.59	0.09
Payroll Taxes - SCAL	0.00	0.00	40,997.54	3.90
Rent - SCAL	(16,431.00)	(23.88)	47,387.87	4.50
Repairs/Maintenance - SCAL	0.00	0.00	10,885.18	1.03
Salary/Wage: Physicians - SCAL	0.00	0.00	64,312.48	6.11
Salary/Wage: Other Med - SCAL	23,864.00	34.68	387,848.46	36.85
Salary/Wage: Marketing - SCAL	0.00	0.00	6,637.18	0.63
Software - SCAL	36.00	0.05	13,497.74	1.28
Telephone/Comm - SCAL	716.42	1.04	6,043.79	0.57
Utilities - SCAL	1,454.01	2.11	5,700.22	0.54
Total Expenses	<u>75,807.61</u>	<u>110.16</u>	<u>1,052,453.06</u>	<u>100.00</u>
Net Income	\$ <u>(6,992.61)</u>	<u>(10.16)</u>	\$ <u>0.00</u>	<u>0.00</u>

Circulatory Center of PA - Somerset/Johnstown
Income Statement
For the Twelve Months Ending December 31, 2017

	Current Month		Year to Date	
Revenues				
Professional Fee Income - SOJO	\$ 20,103.00	100.00	\$ 548,317.06	100.05
Refunds - SOJO	0.00	0.00	(290.56)	(0.05)
Total Revenues	<u>20,103.00</u>	<u>100.00</u>	<u>548,026.50</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>20,103.00</u>	<u>100.00</u>	<u>548,026.50</u>	<u>100.00</u>
Expenses				
ADV: Web/Internet - SOJO	0.00	0.00	13,037.77	2.38
ADV: TV - SOJO	0.00	0.00	5,072.44	0.93
ADV: Radio - SOJO	0.00	0.00	1,554.00	0.28
ADV: Print - SOJO	0.00	0.00	(66.00)	(0.01)
ADV: Direct Mail - SOJO	0.00	0.00	373.20	0.07
ADV: Events/Ancillary - SOJO	0.00	0.00	441.14	0.08
ADV: Promo Items - SOJO	0.00	0.00	2,709.56	0.49
ADV: Vanity Phone - SOJO	0.00	0.00	2,988.37	0.55
ADV: Admin Fees - SOJO	0.00	0.00	214.91	0.04
Auto/Mileage - SOJO	0.00	0.00	4,456.45	0.81
Drug/Medical Supply - SOJO	1,400.00	6.96	31,301.90	5.71
Dues/Subscriptions - SOJO	0.00	0.00	43.60	0.01
Employee Insurance - SOJO	55.63	0.28	6,148.31	1.12
Insurance: GL/WC/MCare - SOJO	1,358.33	6.76	17,282.50	3.15
License Fee - SOJO	0.00	0.00	365.50	0.07
Lodging/Travel - SOJO	0.00	0.00	1,215.36	0.22
Management Fee Exp - SOJO	3,476.52	17.29	108,858.35	19.86
Meals/Entertainment - SOJO	0.00	0.00	133.95	0.02
Office Exp/Supplies - SOJO	65.46	0.33	3,697.78	0.67
Payroll Processing - SOJO	0.00	0.00	212.61	0.04
Payroll Taxes - SOJO	0.00	0.00	17,536.82	3.20
Rent - SOJO	6,897.00	34.31	64,994.22	11.86
Repairs/Maintenance - SOJO	0.00	0.00	5,040.19	0.92
Salary/Wage: Physicians - SOJO	0.00	0.00	16,062.52	2.93
Salary/Wage: Other Med - SOJO	5,842.00	29.06	217,152.76	39.62
Salary/Wage: Marketing - SOJO	0.00	0.00	5,716.61	1.04
Software - SOJO	18.00	0.09	8,653.99	1.58
Telephone/Comm - SOJO	292.03	1.45	6,334.94	1.16
Tax Expense - SOJO	0.00	0.00	64.25	0.01
Utilities - SOJO	282.08	1.40	6,428.50	1.17
Total Expenses	<u>19,687.05</u>	<u>97.93</u>	<u>548,026.50</u>	<u>100.00</u>
Net Income	\$ <u>415.95</u>	<u>2.07</u>	\$ <u>0.00</u>	<u>0.00</u>

Circulatory Center of WV
Income Statement
For the Twelve Months Ending December 31, 2017

	Current Month		Year to Date	
Revenues				
Professional Fee Income - WV	\$ 5,749.00	109.53	\$ 643,208.65	100.19
Refunds - WV	(500.00)	(9.53)	(1,211.29)	(0.19)
Total Revenues	<u>5,249.00</u>	<u>100.00</u>	<u>641,997.36</u>	<u>100.00</u>
Cost of Sales				
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	<u>5,249.00</u>	<u>100.00</u>	<u>641,997.36</u>	<u>100.00</u>
Expenses				
ADV: Web/Internet - WV	0.00	0.00	24,495.91	3.82
ADV: TV - WV	0.00	0.00	4,837.44	0.75
ADV: Radio - WV	0.00	0.00	2,495.00	0.39
ADV: Direct Mail - WV	0.00	0.00	143.62	0.02
ADV: Events/Ancillary - WV	0.00	0.00	1,973.72	0.31
ADV: Promo Items - WV	0.00	0.00	2,519.16	0.39
ADV: Vanity Phone - WV	0.00	0.00	3,445.17	0.54
ADV: Admin Fees - WV	0.00	0.00	2,092.34	0.33
Auto/Mileage - WV	0.00	0.00	2,167.71	0.34
Drug/Medical Supply - WV	(1,000.00)	(19.05)	58,887.38	9.17
Drug/Medical Supply - Mgtm	0.00	0.00	28.46	0.00
Dues/Subscriptions - WV	0.00	0.00	70.70	0.01
Employee Insurance - WV	229.17	4.37	20,407.54	3.18
Employee Insurance - Mgtm	(1,304.08)	(24.84)	0.00	0.00
Insurance: GL/WC/MCare - WV	1,441.67	27.47	18,342.74	2.86
Insurance: GL/WV/MCare - Mgtm	(19.20)	(0.37)	0.00	0.00
Lodging/Travel - WV	0.00	0.00	712.64	0.11
Management Fee Exp - WV	(2,709.92)	(51.63)	131,541.80	20.49
Meals/Entertainment - WV	0.00	0.00	163.04	0.03
Office Exp/Supplies - WV	515.00	9.81	13,596.61	2.12
Office Exp/Supplies - Mgtm	(589.18)	(11.22)	0.00	0.00
Payroll Processing - WV	0.00	0.00	835.26	0.13
Payroll Taxes - WV	0.00	0.00	19,439.55	3.03
Rent - WV	0.00	0.00	84,962.82	13.23
Repairs/Maintenance - WV	503.49	9.59	5,853.91	0.91
Repairs/Maintenance - Mgtm	(183.93)	(3.50)	0.00	0.00
Salary/Wage: Physicians - WV	0.00	0.00	48,555.02	7.56
Salary/Wage: Other Med - WV	8,697.00	165.69	165,482.61	25.78
Salary/Wage: Marketing - WV	0.00	0.00	6,298.59	0.98
Software - WV	193.00	3.68	10,098.83	1.57
Telephone/Comm - WV	0.00	0.00	2,083.65	0.32
Telephone/Comm - Mgtm	(518.64)	(9.88)	0.00	0.00
Tax Expense - WV	0.00	0.00	969.28	0.15
Utilities - WV	(448.77)	(8.55)	9,496.86	1.48
Total Expenses	<u>4,805.61</u>	<u>91.55</u>	<u>641,997.36</u>	<u>100.00</u>
Net Income	<u>\$ 443.39</u>	<u>8.45</u>	<u>\$ 0.00</u>	<u>0.00</u>

Schedule 2.13(b)
Employment Agreements

1. Employment Agreement between The Circulatory Centers of Pennsylvania and Thomas A. Doyle dated February 3, 2015.
2. Employment Agreement between Circulator Center of Pennsylvania, Inc. and Jennifer B. Snavely, D.O. dated February 28, 2012.
3. Employment Agreement between Circulatory Center of Pennsylvania, Inc., Circulatory Center of Ohio, Inc. and Robert A. Musson, M.D. dated November, 2009.

Schedule 2.14
Absence of Certain Changes

IN RE: Circulatory Centers of West Virginia, Inc., in the United States Bankruptcy Court for the Western District of Pennsylvania, No. 17-20211-GLT

IN RE: Circulatory Centers of Pennsylvania, Inc., in the United States Bankruptcy Court for the Western District of Pennsylvania, No. 17-22576-GLT

IN RE: Circulatory Centers of Ohio, Inc., in the United States Bankruptcy Court for the Western District of Pennsylvania, No. 17-22575-GLT

IN RE: Circulatory Centers, P.C., in the United States Bankruptcy Court for the Western District of Pennsylvania, No. 17-22571-GLT

IN RE: Circulatory Centers of America, LLC, in the United States Bankruptcy Court for the Western District of Pennsylvania, No. 17-22572-GLT

Schedule 2.17
Payors

See attached.

Practice Practice Name	Primary Financial Class Primary Financial Class Description	2017 Gross Charges	2017 Payments	2017 Adjustments
CC OF CLEVELAND	AETNA	468,231.67	147,137.57	324,172.97
	ANTHEM	1,101,243.41	426,961.60	726,491.65
	BLUE CROSS / BLUE SHIELD	71,436.67	25,919.08	42,007.24
	CIGNA	106,320.00	32,308.59	73,402.55
	EMERALD HEALTH NETWORK	1,500.00	1,819.73	4,585.10
	GOLDEN RULE	3,000.01	2,621.38	1,450.05
	HLTH AMERICA/HLT ASSURANCE/COV	36,550.00	12,897.68	28,839.52
	HUMANA	29,990.00	10,531.25	19,811.75
	MEDICAID OH	430,550.00	100,508.74	324,983.73
	MEDICAL MUTUAL OF OHIO	1,110,026.66	341,057.70	904,000.83
	MEDICARE OHIO	1,073,125.00	329,480.18	775,214.57
	MEDICARE RAILROAD	17,220.00	7,053.86	18,565.95
	MISCELLANEOUS INSURANCE CLASS	269,880.24	156,314.05	160,724.24
	Patient Responsibility	151,587.96	141,976.34	18,921.55
	SUMMACARE	194,220.00	63,449.26	139,388.46
	TRICARE	21,330.00	6,353.88	15,802.54
	UMR (UNITED MEDICAL RESOURCES)	31,150.00	20,418.34	23,791.21
	UNITED HEALTH CARE	389,116.67	145,168.81	238,226.13
	Unknown	0.00	10,202.74	0.00
	UPMC	21,080.00	5,447.11	14,666.29

Practice Practice Name	Primary Financial Class Primary Financial Class Description	2017 Gross Charges	2017 Payments	2017 Adjustments
CC OF PA	AETNA	914,146.66	254,342.39	634,110.26
	ANTHEM	1,500.00	517.27	757.73
	BLUE CROSS / BLUE SHIELD	5,816,701.59	2,173,137.48	3,656,571.91
	CIGNA	258,276.66	99,902.45	156,273.10
	GEISINGER	212,770.00	84,974.66	140,161.09
	GOLDEN RULE	750.00	737.36	384.66
	HLTH AMERICA/HLT ASSURANCE/COV	351,280.00	123,213.33	282,857.12
	HUMANA	24,490.00	7,761.77	17,043.23
	INDEPENDENT HEALTH	750.00	15.00	0.00
	MEDICAID PA	1,500.00	248.06	1,251.94
	MEDICARE OHIO	500.00	0.00	0.00
	MEDICARE PA	1,824,290.35	551,615.23	1,296,784.80
	MEDICARE RAILROAD	16,640.00	3,182.68	10,268.86
	MISCELLANEOUS INSURANCE CLASS	451,685.00	131,542.81	300,841.21
	Patient Responsibility	113,031.39	153,673.36	10,930.43
	TRICARE	40,550.00	15,589.71	38,556.79
	UMR (UNITED MEDICAL RESOURCES)	8,940.00	3,319.69	5,780.31
	UNITED HEALTH CARE	395,238.01	133,368.39	274,102.16
	Unknown	0.00	17,205.70	0.00
	UPMC	4,035,525.00	1,337,653.40	2,676,714.18
	WELLS FARGO	16,210.00	4,015.01	11,883.27

Practice Practice Name	Primary Financial Class Primary Financial Class Description	2017 Gross Charges	2017 Payments	2017 Adjustments
Circulatory Centers New	AETNA	13,770.00	6,402.55	5,989.35
	BLUE CROSS / BLUE SHIELD	294,130.00	116,850.62	194,724.27
	HUMANA	750.00	206.24	403.83
	INDEPENDENT HEALTH	144,530.00	49,733.11	95,902.08
	MEDICAID NY	93,500.00	21,808.04	69,725.45
	MEDICARE NY	250,170.00	78,289.21	185,701.93
	MISCELLANEOUS INSURANCE CLASS	63,550.00	21,840.57	38,323.43
	Patient Responsibility	5,748.20	5,123.41	470.62
	UNITED HEALTH CARE	61,550.00	18,082.10	43,298.50
	UNIVERA HEALTHCARE	67,865.00	21,098.64	45,947.73
	Unknown	0.00	2,224.10	0.00
	UPMC	25,030.00	800.03	89.51

Practice Practice Name	Primary Financial Class Primary Financial Class Description	2017 Gross Charges	2017 Payments	2017 Adjustments
THE CIRCULATORY CENT	AETNA	68,990.00	20,370.95	52,433.09
	BLUE CROSS / BLUE SHIELD	476,061.67	271,678.06	242,774.38
	CIGNA	8,210.00	2,441.75	4,762.21
	HLTH AMERICA/HLT ASSURANCE/COV	1,000.00	303.74	671.26
	HUMANA	124,556.67	40,040.35	101,609.31
	MEDICAID WV	103,890.00	24,102.55	86,613.55
	MEDICARE RAILROAD	1,660.00	547.47	1,112.53
	MEDICARE WVA	290,040.00	96,623.69	228,426.25
	MISCELLANEOUS INSURANCE CLASS	207,216.66	73,101.06	137,231.60
	Patient Responsibility	29,945.06	29,913.08	1,184.10
	TRICARE	18,920.00	6,005.92	16,166.10
	UMR (UNITED MEDICAL RESOURCES)	28,790.00	9,636.68	13,026.77
	UNITED HEALTH CARE	30,055.00	10,735.50	20,551.19
	Unknown	0.00	4,130.23	0.00
	UPMC	41,470.00	13,385.34	27,735.98
	WELLS FARGO	268,940.00	91,428.29	199,224.42

2017	2017
RVU Work Un	Average Days To Pay
1,033.90	146.91
2,382.21	1,150.75
145.12	124.28
218.94	669.55
4.95	132.08
8.25	906.44
85.42	118.06
83.42	74.40
985.72	751.78
2,520.77	899.06
2,304.23	1,634.93
38.91	200.28
572.71	1,498.69
34.86	2,309.96
453.12	714.39
74.16	556.90
74.89	229.18
963.34	1,299.70
0.00	628.81
42.05	101.14

2017	2017
RVU Work Un	Average Days To Pay
1,870.79	921.15
6.26	52.40
12,071.53	2,360.18
550.16	590.93
455.35	251.50
3.13	228.07
759.08	799.33
44.68	124.69
3.13	0.00
6.26	117.50
1.65	0.00
3,889.68	424.40
35.50	185.96
936.34	583.16
22.92	1,774.44
106.70	869.67
23.27	67.21
823.94	643.47
0.00	362.35
8,898.17	1,861.75
24.03	210.65

2017	2017
RVU Work Ur	Average Days To Pay
28.59	42.50
591.66	55.68
3.13	31.50
284.94	90.30
191.76	24.74
493.41	48.93
137.27	59.57
3.62	100.03
112.56	35.45
140.31	23.59
0.00	50.30
49.58	34.85

2017	2017
RVU Work Ur	Average Days To Pay
136.81	56.67
1,066.60	390.02
19.24	186.58
3.30	155.40
260.92	28.76
175.51	101.56
5.92	30.22
638.83	426.26
410.96	373.61
0.97	312.50
36.38	46.53
67.96	27.46
71.23	65.66
0.00	224.91
88.56	12.97
567.74	52.24

Circulatory Centers

Payer Mix by Practice and Facility

mgalbincea

Last Process Date: 1/18/2018

Print Date: 01/23/2018 07:52:40

Practice > Practice Name > Include: CC OF CLEVELAND,CC OF PA,Circulatory Centre
CIRCULATORY CENTERS OF WVA

Facility > Facility Name > Include: CC OF CLEVE WOOSTER,CC OF CLEVELAND - C
COLUMBUS,CC OF CLEVELAND - HILLIARD,CC OF CLEVELAND - LORAIN,CC OF CLE
OF CLEVELAND - MIDDLEBURG,CC OF CLEVELAND - WILLOUGHBY,CC OF CLEVELA
JAMESTOWN,CC OF OHIO - CANFIELD,CC OF OHIO - WARREN,CC OF PA - ALTOON
PITTS,CC OF PA - ERIE,CC OF PA - FOX CHAPEL,CC OF PA JOHNSTOWN,CC OF PA
- MOON,CC OF PA - SOMERSET,CC OF PA - SOUTH HILLS,CC OF PA - STATE COLLE
WEXFORD,CC OF PA- ROBINSON,CC OF WVA - MORGANTOWN,CC OF WVA - WHEE
OF AKRON,Default Facility for CC OF CLEVELAND,Default Facility for CC OF OHIO,D

Primary Financial Class > Primary Financial Class Description > Include: All

Post Date > Year > Include: Calendar 2017

ers New York,THE

ANTON,CC OF CLEVELAND -
LEVELAND - MAYFIELD,CC
ND- FAIRLAWN,CC OF NY -
IA,CC OF PA - DOWNTOWN
- MONROEVILLE,CC OF PA
GE,CC OF PA -
ELING,Default Facility for CC
efault Facility for CC OF PA

Practice Practice Name	Facility Facility Name
CC OF CLEVELAND	CC OF CLEVE WOOSTER
CC OF CLEVELAND	CC OF CLEVE WOOSTER
CC OF CLEVELAND	CC OF CLEVE WOOSTER
CC OF CLEVELAND	CC OF CLEVE WOOSTER
CC OF CLEVELAND	CC OF CLEVE WOOSTER
CC OF CLEVELAND	CC OF CLEVE WOOSTER
CC OF CLEVELAND	CC OF CLEVE WOOSTER Total
CC OF CLEVELAND	CC OF CLEVELAND - CANTON
CC OF CLEVELAND	CC OF CLEVELAND - CANTON
CC OF CLEVELAND	CC OF CLEVELAND - CANTON
CC OF CLEVELAND	CC OF CLEVELAND - CANTON
CC OF CLEVELAND	CC OF CLEVELAND - CANTON
CC OF CLEVELAND	CC OF CLEVELAND - CANTON
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CC OF CLEVELAND	CC OF CLEVELAND - CANTON
CC OF CLEVELAND	CC OF CLEVELAND - CANTON
CC OF CLEVELAND	CC OF CLEVELAND - CANTON
CC OF CLEVELAND	CC OF CLEVELAND - CANTON
CC OF CLEVELAND	CC OF CLEVELAND - CANTON
CC OF CLEVELAND	CC OF CLEVELAND - CANTON
CC OF CLEVELAND	CC OF CLEVELAND - CANTON Total
CC OF CLEVELAND	CC OF CLEVELAND - COLUMBUS
CC OF CLEVELAND	CC OF CLEVELAND - COLUMBUS
CC OF CLEVELAND	CC OF CLEVELAND - COLUMBUS Total
CC OF CLEVELAND	CC OF CLEVELAND - HILLIARD
CC OF CLEVELAND	CC OF CLEVELAND - LORAIN
CC OF CLEVELAND	CC OF CLEVELAND - LORAIN
CC OF CLEVELAND	CC OF CLEVELAND - LORAIN
CC OF CLEVELAND	CC OF CLEVELAND - LORAIN
CC OF CLEVELAND	CC OF CLEVELAND - LORAIN
CC OF CLEVELAND	CC OF CLEVELAND - LORAIN
CC OF CLEVELAND	CC OF CLEVELAND - LORAIN Total
CC OF CLEVELAND	CC OF CLEVELAND - MAYFIELD
CC OF CLEVELAND	CC OF CLEVELAND - MAYFIELD
CC OF CLEVELAND	CC OF CLEVELAND - MAYFIELD
CC OF CLEVELAND	CC OF CLEVELAND - MAYFIELD

[illegible]

CC OF PA	CC OF PA JOHNSTOWN
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CC OF PA	CC OF PA JOHNSTOWN
CC OF PA	CC OF PA JOHNSTOWN
CC OF PA	CC OF PA JOHNSTOWN
CC OF PA	CC OF PA JOHNSTOWN Total
CC OF PA	CC OF PA - MONROEVILLE
CC OF PA	CC OF PA - MONROEVILLE
CC OF PA	CC OF PA - MONROEVILLE
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CC OF PA	CC OF PA - MONROEVILLE
CC OF PA	CC OF PA - MONROEVILLE
CC OF PA	CC OF PA - MONROEVILLE Total
CC OF PA	CC OF PA - MOON
CC OF PA	CC OF PA - MOON
CC OF PA	CC OF PA - MOON
CC OF PA	CC OF PA - MOON Total
CC OF PA	CC OF PA - SOMERSET
CC OF PA	CC OF PA - SOMERSET
CC OF PA	CC OF PA - SOMERSET
CC OF PA	CC OF PA - SOMERSET
CC OF PA	CC OF PA - SOMERSET
CC OF PA	CC OF PA - SOMERSET
CC OF PA	CC OF PA - SOMERSET
CC OF PA	CC OF PA - SOMERSET
CC OF PA	CC OF PA - SOMERSET
CC OF PA	CC OF PA - SOMERSET
CC OF PA	CC OF PA - SOMERSET Total
CC OF PA	CC OF PA - SOUTH HILLS
CC OF PA	CC OF PA - SOUTH HILLS

Circulatory Centers New York	CC OF PA - WEXFORD
Circulatory Centers New York	CC OF PA - WEXFORD
Circulatory Centers New York	CC OF PA - WEXFORD Total
Circulatory Centers New York Total	
THE CIRCULATORY CENTERS OF WVA	CC OF WVA - MORGANTOWN
THE CIRCULATORY CENTERS OF WVA	CC OF WVA - MORGANTOWN
THE CIRCULATORY CENTERS OF WVA	CC OF WVA - MORGANTOWN
THE CIRCULATORY CENTERS OF WVA	CC OF WVA - MORGANTOWN
THE CIRCULATORY CENTERS OF WVA	CC OF WVA - MORGANTOWN
THE CIRCULATORY CENTERS OF WVA	CC OF WVA - MORGANTOWN
THE CIRCULATORY CENTERS OF WVA	CC OF WVA - MORGANTOWN
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THE CIRCULATORY CENTERS OF WVA	CC OF WVA - MORGANTOWN
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THE CIRCULATORY CENTERS OF WVA	CC OF WVA - MORGANTOWN
THE CIRCULATORY CENTERS OF WVA	CC OF WVA - MORGANTOWN
THE CIRCULATORY CENTERS OF WVA	CC OF WVA - MORGANTOWN
THE CIRCULATORY CENTERS OF WVA	CC OF WVA - MORGANTOWN
THE CIRCULATORY CENTERS OF WVA	CC OF WVA - MORGANTOWN
THE CIRCULATORY CENTERS OF WVA	CC OF WVA - MORGANTOWN
THE CIRCULATORY CENTERS OF WVA	CC OF WVA - MORGANTOWN
THE CIRCULATORY CENTERS OF WVA	CC OF WVA - MORGANTOWN Total
THE CIRCULATORY CENTERS OF WVA	CC OF WVA - WHEELING
THE CIRCULATORY CENTERS OF WVA	CC OF WVA - WHEELING
THE CIRCULATORY CENTERS OF WVA	CC OF WVA - WHEELING
THE CIRCULATORY CENTERS OF WVA	CC OF WVA - WHEELING
THE CIRCULATORY CENTERS OF WVA	CC OF WVA - WHEELING
THE CIRCULATORY CENTERS OF WVA	CC OF WVA - WHEELING
THE CIRCULATORY CENTERS OF WVA	CC OF WVA - WHEELING Total
THE CIRCULATORY CENTERS OF WVA Total	
Rollup	

Primary Financial Class Primary Financial Class Description	2017 Gross Charges	2017 Payments	2017 Adjustments
Unknown		0.00	
UNITED HEALTH CARE		47.24	
MISCELLANEOUS INSURANCE CLASS		163.73	745.52
MEDICARE OHIO	1,000.00	306.49	1,975.21
MEDICAL MUTUAL OF OHIO	710.00	634.74	501.45
MEDICAID OH		-13.60	1,263.60
	1,710.00	1,138.60	4,485.78
Unknown		1,148.58	
UNITED HEALTH CARE	48,715.00	15,881.87	27,816.13
UMR (UNITED MEDICAL RESOURCES)	9,710.00	4,660.71	5,753.68
TRICARE	2,000.00	568.06	1,124.31
SUMMACARE	45,590.00	14,781.94	34,050.63
Patient Responsibility	25,891.06	25,388.18	1,645.01
MISCELLANEOUS INSURANCE CLASS	143,430.00	79,408.07	58,502.84
MEDICARE OHIO	100,110.00	29,721.74	66,641.39
MEDICAL MUTUAL OF OHIO	133,320.00	34,727.95	89,537.43
MEDICAID OH	58,840.00	14,830.27	45,909.73
HUMANA	1,330.00	507.92	782.08
HLTH AMERICA/HLT ASSURANCE/COV	500.00	242.66	257.34
EMERALD HEALTH NETWORK	1,500.00	252.47	1,704.63
CIGNA	38,600.00	12,248.30	27,211.36
BLUE CROSS / BLUE SHIELD	2,250.00	1,342.03	2,384.92
ANTHEM	165,746.67	60,331.07	115,702.91
AETNA	30,595.00	9,753.07	21,791.96
	808,127.73	305,794.89	500,816.35
Patient Responsibility		188.95	
MEDICARE OHIO		-38.11	
		150.84	
UNITED HEALTH CARE		225.00	25.00
Unknown		0.00	
Patient Responsibility	15.00	-176.66	
MEDICARE OHIO	1,000.00	335.19	4,166.48
MEDICAL MUTUAL OF OHIO	4,250.00	1,055.06	3,219.94
MEDICAID OH		-7.48	257.48
ANTHEM		53.32	
	5,265.00	1,259.43	7,643.90
Unknown		0.00	
SUMMACARE	500.00	157.78	342.22
Patient Responsibility	15.00	15.00	
MEDICARE OHIO	500.00	166.76	333.24

	1,015.00	339.54	675.46
Unknown		2,500.59	
UNITED HEALTH CARE	87,590.00	40,604.61	51,990.79
UMR (UNITED MEDICAL RESOURCES)	2,710.00	743.60	986.61
TRICARE	5,370.00	1,391.07	3,797.35
SUMMACARE	750.00	693.78	1,096.22
Patient Responsibility	37,664.05	33,326.29	5,620.18
MISCELLANEOUS INSURANCE CLASS	33,090.00	14,801.77	25,728.96
MEDICARE RAILROAD	2,250.00	606.65	1,075.57
MEDICARE OHIO	396,310.00	113,751.27	271,979.93
MEDICAL MUTUAL OF OHIO	369,491.66	101,499.46	276,356.96
MEDICAID OH	90,070.00	20,055.58	69,481.77
HUMANA	6,750.00	2,378.09	4,410.13
GOLDEN RULE	3,000.01	1,621.38	1,450.05
CIGNA	26,890.00	7,713.16	18,054.88
ANTHEM	245,550.01	91,459.10	157,217.12
AETNA	154,515.00	49,287.29	107,572.46
	1,462,000.73	482,433.69	996,818.98
Patient Responsibility		-35.00	
MEDICARE OHIO	0.00	34.84	495.78
MEDICAL MUTUAL OF OHIO		1,102.90	457.48
MEDICAID OH		872.84	1,633.47
CIGNA		18.00	
ANTHEM		-211.66	
	0.00	1,781.92	2,586.73
UPMC		170.42	329.58
Unknown		3,555.40	
UNITED HEALTH CARE	141,361.67	49,169.77	81,178.83
UMR (UNITED MEDICAL RESOURCES)	18,220.00	14,820.03	16,783.42
TRICARE	11,750.00	3,604.14	8,246.00
SUMMACARE	137,720.00	45,133.30	96,411.98
Patient Responsibility	53,408.40	54,867.14	2,798.83
MISCELLANEOUS INSURANCE CLASS	67,625.00	35,034.43	44,700.21
MEDICARE OHIO	269,195.00	88,640.90	201,668.30
MEDICAL MUTUAL OF OHIO	396,188.33	134,448.11	355,589.62
MEDICAID OH	104,830.00	19,106.45	62,151.43
HUMANA	21,410.00	7,478.86	14,285.92
GOLDEN RULE		1,000.00	
EMERALD HEALTH NETWORK		1,567.26	2,880.47
CIGNA	11,250.00	4,156.47	7,725.57
BLUE CROSS / BLUE SHIELD	3,126.67	1,248.08	1,937.87
ANTHEM	351,596.67	140,480.52	224,481.80

AETNA	143,323.34	45,255.68	98,425.06
	1,731,005.08	649,736.96	1,219,594.89
UPMC	18,420.00	4,351.49	12,481.91
Unknown		2,628.12	
UNITED HEALTH CARE	91,110.00	29,986.21	64,103.09
TRICARE	500.00	133.02	333.05
SUMMACARE		157.76	342.24
Patient Responsibility	26,169.75	20,506.87	8,197.68
MISCELLANEOUS INSURANCE CLASS	20,565.24	23,707.97	26,935.71
MEDICARE RAILROAD	14,970.00	6,283.17	17,154.42
MEDICARE OHIO	286,570.00	88,915.73	214,752.43
MEDICAL MUTUAL OF OHIO	168,656.67	54,985.05	148,928.03
MEDICAID OH	136,890.00	36,371.94	110,758.99
HLTH AMERICA/HLT ASSURANCE/COV	26,330.00	9,039.42	22,482.78
CIGNA	21,660.00	4,990.43	15,473.02
BLUE CROSS / BLUE SHIELD	60,630.00	20,234.97	33,988.24
ANTHEM	281,885.00	110,886.45	186,039.72
AETNA	108,310.00	32,684.64	75,035.38
	1,262,666.66	445,863.24	937,006.69
UPMC	2,660.00	925.20	1,854.80
Unknown		365.00	
UNITED HEALTH CARE	12,170.00	6,204.10	8,687.29
TRICARE	750.00	245.86	1,735.06
SUMMACARE		0.02	-0.02
Patient Responsibility	5,785.02	6,503.35	250.00
MISCELLANEOUS INSURANCE CLASS	1,500.00	899.87	2,266.78
MEDICARE RAILROAD		164.04	335.96
MEDICARE OHIO	14,440.00	6,312.40	10,568.67
MEDICAL MUTUAL OF OHIO	18,810.00	7,770.87	15,546.10
MEDICAID OH	18,210.00	3,757.62	17,642.38
HLTH AMERICA/HLT ASSURANCE/COV	9,390.00	3,390.55	5,969.45
CIGNA	2,960.00	2,025.19	1,406.81
BLUE CROSS / BLUE SHIELD	4,930.00	2,936.22	3,362.46
ANTHEM	33,560.00	16,158.83	27,821.35
AETNA	21,053.33	7,190.75	13,829.25
	146,218.35	64,849.87	111,276.34
Unknown		0.00	
MEDICAL MUTUAL OF OHIO	4,250.00	1,030.06	3,219.94
	4,250.00	1,030.06	3,219.94
MEDICAID OH			210.00
Unknown		5.05	
UNITED HEALTH CARE	8,170.00	3,050.01	4,425.00

UMR (UNITED MEDICAL RESOURCES)	510.00	194.00	267.50
TRICARE	960.00	411.73	566.77
SUMMACARE	9,660.00	2,524.68	7,145.19
Patient Responsibility	2,639.68	1,392.22	409.85
MISCELLANEOUS INSURANCE CLASS	3,670.00	2,298.21	1,844.22
MEDICARE OHIO	4,000.00	1,332.97	2,633.14
MEDICAL MUTUAL OF OHIO	14,350.00	3,803.50	10,643.88
MEDICAID OH	21,710.00	5,535.12	15,674.88
HUMANA	500.00	166.38	333.62
HLTH AMERICA/HLT ASSURANCE/COV	330.00	225.05	129.95
CIGNA	4,960.00	1,157.04	3,530.91
BLUE CROSS / BLUE SHIELD	500.00	157.78	333.75
ANTHEM	22,905.06	7,803.97	15,228.75
AETNA	10,435.00	2,966.14	7,518.86
	105,299.74	33,023.85	70,686.27
	5,527,558.29	1,987,627.89	3,855,046.33
UPMC	500.00	170.42	329.58
Patient Responsibility	0.00		
	500.00	170.42	329.58
Unknown		0.00	
Patient Responsibility	166.66	166.66	
BLUE CROSS / BLUE SHIELD	160.00	137.00	23.00
	326.66	303.66	23.00
Patient Responsibility	166.67	166.67	
BLUE CROSS / BLUE SHIELD	210.00	107.00	103.00
AETNA	1,210.00	413.05	796.95
	1,586.67	686.72	899.95
UPMC	500.00	167.79	332.21
Unknown		0.00	
BLUE CROSS / BLUE SHIELD	4,750.00	1,675.00	3,075.00
	5,250.00	1,842.79	3,407.21
Patient Responsibility	166.67	166.67	
UNITED HEALTH CARE		-81.91	81.91
GEISINGER		173.88	326.12
BLUE CROSS / BLUE SHIELD			2.00
		91.97	410.03
UPMC	394,610.00	132,317.30	261,461.11
Unknown		241.56	
UNITED HEALTH CARE	23,430.00	8,611.43	14,737.98
TRICARE	4,910.00	1,829.90	4,029.20
Patient Responsibility	7,458.37	11,109.16	268.35
MISCELLANEOUS INSURANCE CLASS	84,680.00	23,971.66	60,701.89

MEDICARE RAILROAD	13,370.00	2,378.21	8,794.52
MEDICARE PA	236,550.00	69,038.78	166,609.21
MEDICAID PA	250.00	11.03	238.97
HLTH AMERICA/HLT ASSURANCE/COV	20,210.00	10,197.26	24,740.00
GEISINGER	34,190.00	14,984.99	23,320.67
CIGNA	25,750.00	12,073.65	15,020.42
BLUE CROSS / BLUE SHIELD	413,945.00	161,374.09	263,967.54
AETNA	66,230.00	18,046.52	48,907.99
	1,325,583.37	466,185.54	892,797.85
UPMC		26.50	
Patient Responsibility		-30.00	
HLTH AMERICA/HLT ASSURANCE/COV			2,000.00
BLUE CROSS / BLUE SHIELD		-350.00	
AETNA		-0.01	
		-353.51	2,000.00
UPMC	171,375.00	62,051.60	110,957.75
Unknown		1,390.32	
UNITED HEALTH CARE	83,236.67	24,641.07	53,220.65
UMR (UNITED MEDICAL RESOURCES)	7,690.00	2,781.05	5,058.95
Patient Responsibility	15,008.96	20,520.67	425.01
MISCELLANEOUS INSURANCE CLASS	34,260.00	10,432.92	24,809.94
MEDICARE PA	261,410.00	80,275.27	189,987.91
MEDICAID PA	500.00		500.00
INDEPENDENT HEALTH	750.00	15.00	
HUMANA	12,370.00	3,877.38	8,637.62
HLTH AMERICA/HLT ASSURANCE/COV	60,830.00	23,013.21	53,289.31
CIGNA	16,870.00	2,664.51	4,868.37
BLUE CROSS / BLUE SHIELD	836,616.66	297,878.15	499,079.64
AETNA	65,650.00	18,915.53	42,735.98
	1,566,567.29	548,456.68	993,571.13
UPMC	619,980.00	208,369.90	410,152.03
Unknown		2,960.29	
UNITED HEALTH CARE	30,010.00	12,680.35	22,184.50
TRICARE	500.00	829.16	2,159.62
Patient Responsibility	12,940.02	15,700.52	469.51
MISCELLANEOUS INSURANCE CLASS	36,130.00	12,444.42	24,758.79
MEDICARE PA	226,190.00	65,826.51	156,065.63
HLTH AMERICA/HLT ASSURANCE/COV	16,420.00	5,437.83	11,198.98
CIGNA	19,500.00	6,604.29	11,924.63
BLUE CROSS / BLUE SHIELD	713,256.67	257,971.98	455,256.80
AETNA	186,125.00	49,235.47	135,160.29
	1,861,051.69	638,060.72	1,229,330.78

UPMC	607,650.00	198,793.87	407,681.05
Unknown		868.56	
UNITED HEALTH CARE	21,000.00	6,908.89	14,884.90
TRICARE	27,220.00	10,048.83	25,256.98
Patient Responsibility	9,279.99	7,353.44	2,266.67
MISCELLANEOUS INSURANCE CLASS	57,180.00	13,271.47	34,869.52
MEDICARE PA	96,480.00	31,100.51	73,642.53
HLTH AMERICA/HLT ASSURANCE/COV	17,670.00	5,215.05	12,479.95
GEISINGER	8,460.00	2,143.42	6,739.30
CIGNA	19,710.00	8,771.79	11,611.32
BLUE CROSS / BLUE SHIELD	448,601.67	172,914.37	292,691.27
AETNA	57,880.00	15,193.78	38,481.99
	1,371,131.66	472,583.98	920,605.48
UPMC	836,990.00	261,960.50	532,805.37
Unknown		2,488.12	
UNITED HEALTH CARE	39,496.67	13,746.62	29,664.65
TRICARE	2,710.00	888.86	1,849.59
Patient Responsibility	-9,131.59	24,389.01	2,973.13
MISCELLANEOUS INSURANCE CLASS	52,190.00	16,041.09	38,620.11
MEDICARE PA	277,330.00	79,636.00	193,099.30
HLTH AMERICA/HLT ASSURANCE/COV	74,530.00	23,303.29	56,250.28
CIGNA	27,475.00	11,288.04	20,171.18
BLUE CROSS / BLUE SHIELD	798,150.00	302,786.54	508,694.37
ANTHEM	1,500.00	517.27	757.73
AETNA	174,615.00	45,643.89	118,054.14
	2,275,855.08	782,689.23	1,502,939.85
UPMC		320.60	
Patient Responsibility		-10.00	
BLUE CROSS / BLUE SHIELD		193.00	
		503.60	
UPMC		-16.58	-5.48
Unknown		0.00	
TRICARE		580.69	1,774.15
Patient Responsibility		-60.00	
MISCELLANEOUS INSURANCE CLASS		186.63	313.37
MEDICARE PA		201.27	3.55
HLTH AMERICA/HLT ASSURANCE/COV		383.50	
BLUE CROSS / BLUE SHIELD		388.20	385.00
AETNA		197.19	
		1,860.90	2,470.59
WELLS FARGO	7,710.00	2,008.14	5,470.45
UPMC	379,240.00	118,811.07	265,684.21

Unknown		3,076.86	
UNITED HEALTH CARE	56,600.00	20,163.61	39,195.75
Patient Responsibility	25,228.34	22,544.73	865.62
MISCELLANEOUS INSURANCE CLASS	42,100.00	13,240.01	33,847.20
MEDICARE PA	142,620.00	42,718.03	98,046.77
HUMANA	4,910.00	1,459.34	3,510.66
HLTH AMERICA/HLT ASSURANCE/COV	25,230.00	9,089.95	22,157.11
GOLDEN RULE		372.02	
CIGNA	37,416.66	14,220.62	23,704.69
BLUE CROSS / BLUE SHIELD	550,290.00	201,617.17	346,350.24
AETNA	70,283.33	21,009.09	49,137.35
	1,341,628.33	470,330.64	887,970.05
UPMC	155,820.00	50,994.38	103,196.98
Unknown		1,099.00	
UNITED HEALTH CARE	62,590.00	19,569.01	40,071.65
TRICARE	750.00	219.97	399.77
Patient Responsibility	5,975.01	10,100.42	845.00
MISCELLANEOUS INSURANCE CLASS	58,550.00	12,027.15	31,620.19
MEDICARE PA	253,040.00	82,377.67	182,329.46
MEDICARE OHIO	500.00		
MEDICAID PA	750.00	237.03	512.97
HUMANA	6,710.00	2,053.84	4,566.16
HLTH AMERICA/HLT ASSURANCE/COV	30,630.00	11,822.89	25,884.04
GOLDEN RULE	750.00	365.34	384.66
GEISINGER	160,120.00	64,106.25	103,736.06
CIGNA	42,445.00	17,293.32	25,045.54
BLUE CROSS / BLUE SHIELD	899,400.00	342,077.21	573,501.22
AETNA	93,120.00	30,168.19	62,564.63
	1,771,150.01	644,511.67	1,154,658.33
UPMC	672,380.00	238,917.12	452,782.60
Unknown		3,297.75	
UNITED HEALTH CARE	57,535.00	21,135.57	44,530.22
TRICARE	750.00	12.39	542.39
Patient Responsibility	28,443.08	26,457.60	621.71
MISCELLANEOUS INSURANCE CLASS	71,080.00	23,099.78	43,198.16
MEDICARE RAILROAD	2,270.00	775.66	1,474.34
MEDICARE PA	199,110.00	60,488.57	144,065.01
HLTH AMERICA/HLT ASSURANCE/COV	85,500.00	27,402.27	61,155.53
CIGNA	22,760.00	9,661.82	14,646.71
BLUE CROSS / BLUE SHIELD	755,291.67	281,982.82	464,728.80
AETNA	158,486.66	43,739.66	109,529.44
	2,053,606.41	736,971.01	1,337,274.91

WELLS FARGO	8,500.00	2,006.87	6,412.82
UPMC	122,600.00	40,632.26	82,815.53
Unknown		1,779.81	
UNITED HEALTH CARE	21,074.67	5,855.74	15,417.96
UMR (UNITED MEDICAL RESOURCES)	1,250.00	538.64	721.36
TRICARE	3,710.00	1,179.91	2,545.09
Patient Responsibility	14,100.48	13,206.78	1,018.33
MISCELLANEOUS INSURANCE CLASS	11,870.00	5,099.32	6,195.40
MEDICARE PA	130,810.00	39,788.27	92,849.43
HUMANA	500.00	371.21	328.79
HLTH AMERICA/HLT ASSURANCE/COV	9,630.00	3,793.61	6,591.39
CIGNA	40,140.00	14,965.54	25,772.83
BLUE CROSS / BLUE SHIELD	286,710.00	108,457.30	183,919.93
AETNA	26,866.67	7,469.33	19,402.20
	677,761.82	245,144.59	443,991.06
UPMC	73,880.00	24,136.67	48,521.24
Unknown		3.43	
UNITED HEALTH CARE	265.00	138.01	111.99
Patient Responsibility	3,228.73	1,891.03	1,177.10
MISCELLANEOUS INSURANCE CLASS	3,645.00	1,728.36	1,906.64
MEDICARE RAILROAD	1,000.00	28.81	
MEDICARE PA	750.35	164.35	86.00
HLTH AMERICA/HLT ASSURANCE/COV	10,630.00	3,554.47	7,110.53
GEISINGER	10,000.00	3,566.12	6,038.94
CIGNA	6,210.00	2,358.87	3,507.41
BLUE CROSS / BLUE SHIELD	109,319.92	43,927.65	64,794.10
AETNA	13,680.00	4,310.70	9,339.30
	232,609.00	85,808.47	142,593.25
	14,484,774.66	5,096,015.75	9,515,273.05
UPMC	25,030.00	800.03	89.51
Unknown		2,224.10	
UNIVERA HEALTHCARE	67,865.00	21,098.64	45,947.73
UNITED HEALTH CARE	61,550.00	18,082.10	43,298.50
Patient Responsibility	5,748.20	5,123.41	470.62
MISCELLANEOUS INSURANCE CLASS	63,550.00	21,840.57	38,323.43
MEDICARE NY	250,170.00	78,289.21	185,701.93
MEDICAID NY	93,500.00	21,808.04	69,725.45
INDEPENDENT HEALTH	144,530.00	49,576.87	95,603.32
HUMANA	750.00	206.24	403.83
BLUE CROSS / BLUE SHIELD	294,130.00	116,850.62	194,724.27
AETNA	13,770.00	6,402.55	5,989.35
	1,020,593.20	342,302.38	680,277.94

Unknown		0.00	
INDEPENDENT HEALTH		156.24	298.76
		156.24	298.76
	1,020,593.20	342,458.62	680,576.70
WELLS FARGO	268,940.00	91,428.29	199,149.16
UPMC	41,470.00	13,385.34	27,735.98
Unknown		4,130.23	
UNITED HEALTH CARE	30,055.00	10,735.50	20,551.19
UMR (UNITED MEDICAL RESOURCES)	28,790.00	9,636.68	13,026.77
TRICARE	18,920.00	6,005.92	16,166.10
Patient Responsibility	29,945.06	30,169.76	1,184.10
MISCELLANEOUS INSURANCE CLASS	207,216.66	72,677.83	137,231.60
MEDICARE WVA	290,040.00	95,789.83	227,321.22
MEDICARE RAILROAD	1,660.00	547.47	1,112.53
MEDICAID WV	103,890.00	24,102.55	86,613.55
HUMANA	124,556.67	40,040.35	101,609.31
HLTH AMERICA/HLT ASSURANCE/COV	1,000.00	303.74	671.26
CIGNA	8,210.00	2,441.75	4,762.21
BLUE CROSS / BLUE SHIELD	476,061.67	270,993.85	242,024.38
AETNA	68,990.00	20,370.95	52,433.09
	1,699,745.06	692,760.04	1,131,592.45
WELLS FARGO			75.26
Unknown		0.00	
Patient Responsibility		-256.68	
MISCELLANEOUS INSURANCE CLASS		423.23	
MEDICARE WVA		833.86	1,105.03
BLUE CROSS / BLUE SHIELD		684.21	750.00
		1,684.62	1,930.29
	1,699,745.06	694,444.66	1,133,522.74
	22,732,671.21	8,120,546.92	15,184,418.82

2017	2017
RVU Work Unit	Average Days To Pay
	204.11
	204.50
	237.36
8.25	95.60
2.20	290.50
	164.00
10.45	214.93
	27.56
115.66	47.50
20.98	63.32
5.65	220.69
94.91	156.80
3.85	31.08
289.89	91.42
249.44	51.33
301.71	34.98
157.20	44.01
5.26	10.40
1.65	9.00
4.95	51.83
76.76	26.70
7.13	47.06
391.62	45.46
72.00	43.06
1,798.66	49.46
	618.00
	812.50
	666.63
	799.33
	113.33
0.00	788.50
9.90	158.86
5.30	85.00
	173.00
	258.00
15.20	227.32
	113.00
1.65	14.00
0.00	10.00
1.65	123.50

3.30	76.80
	21.07
217.16	40.46
8.80	28.88
18.02	107.59
3.13	32.40
14.85	31.28
73.50	169.22
8.08	42.00
850.90	41.51
793.41	54.11
196.41	29.62
22.93	19.17
8.25	93.00
59.87	44.94
516.94	35.32
329.93	26.51
3,122.16	39.08
	711.00
1.65	100.00
	222.30
	190.17
	259.00
	576.56
1.65	347.80
	22.00
	25.80
383.96	54.02
43.16	107.98
40.13	33.02
339.51	68.38
7.91	27.08
134.42	70.83
585.88	46.34
969.26	44.49
254.22	37.26
53.58	29.84
	813.44
	80.25
28.69	66.58
10.28	15.93
765.35	59.66

337.61	33.75
3,953.94	44.79
32.83	54.25
	25.13
184.40	44.13
1.65	14.00
	56.00
8.25	37.21
55.21	91.73
30.83	65.28
540.47	43.45
354.08	58.14
280.75	40.58
52.23	57.76
36.79	217.56
108.56	36.33
546.66	71.18
210.39	19.36
2,443.09	47.05
9.22	24.89
	39.58
44.21	88.42
3.13	133.60
	367.00
0.00	17.10
4.00	89.31
	93.00
43.15	57.44
59.56	88.46
59.23	47.07
28.63	35.30
9.33	12.27
17.50	13.95
103.44	77.07
66.24	20.23
447.64	54.70
	28.00
5.30	0.00
5.30	18.67
	31.23
17.95	21.33

1.95	29.00
5.58	48.00
13.92	19.80
0.00	38.70
15.69	748.82
12.95	104.40
29.96	21.09
37.91	26.08
1.65	15.00
2.91	16.00
7.50	42.50
1.65	11.00
58.20	27.50
17.73	4.00
225.55	214.92
12,026.95	50.01
1.65	6.00
0.00	
1.65	6.00
	18.00
0.00	0.00
0.97	9.00
0.97	9.00
0.00	0.00
1.50	98.50
2.90	11.50
4.40	48.89
1.65	7.00
	14.00
6.00	20.80
7.65	17.86
0.00	7.00
	130.67
	42.00
	108.50
862.58	22.25
	17.11
49.65	29.64
17.30	29.26
0.00	47.25
175.68	41.22

24.12	97.81
493.03	38.27
2.43	64.00
39.51	67.43
76.16	81.69
39.81	19.63
835.18	78.06
125.76	31.88
2,741.21	42.12
	427.67
	203.00
	565.25
	466.00
	498.00
382.84	51.66
	18.88
165.05	77.26
18.49	46.96
0.70	33.88
74.92	42.29
560.51	35.57
0.70	
3.13	0.00
23.08	24.36
137.97	35.81
26.65	63.05
1,668.02	42.08
148.46	27.97
3,210.52	36.75
1,349.64	27.85
	6.21
61.38	107.99
1.65	86.73
1.65	33.53
73.27	49.16
463.87	55.90
44.29	88.35
37.84	16.33
1,382.56	36.56
325.29	32.16
3,741.43	31.37

1,233.39	20.10
	19.61
45.66	27.13
60.59	67.81
0.00	54.68
96.11	21.45
218.99	31.86
29.95	25.35
18.10	31.81
38.79	47.77
927.45	32.26
118.22	25.17
2,787.24	27.89
1,765.31	34.58
	17.28
93.61	39.31
8.80	20.15
11.83	36.60
109.69	44.74
579.04	31.15
160.41	29.73
58.32	160.55
1,633.46	31.13
6.26	52.40
359.24	36.90
4,785.97	31.78
	672.87
	735.00
	1,048.75
	751.15
	462.67
	167.00
	163.00
	449.00
	40.00
	60.88
	209.17
	227.00
	143.86
	205.91
13.43	95.36
923.00	30.66

	15.75
121.69	60.28
0.97	29.23
102.25	75.79
311.36	33.00
6.97	3.83
46.26	72.88
	208.40
78.88	55.99
1,206.76	49.73
170.57	18.42
2,982.14	36.14
318.65	18.82
	19.29
113.34	52.96
3.13	94.50
0.00	51.33
104.07	78.67
560.77	33.75
1.65	
3.13	53.50
12.98	22.50
62.31	43.90
3.13	19.67
347.44	57.58
93.54	119.43
1,850.03	36.94
197.69	30.25
3,671.85	35.60
1,644.09	27.58
	16.74
125.66	66.79
3.13	361.54
1.34	38.53
145.02	41.99
8.08	58.15
444.32	30.85
180.45	45.48
64.98	20.76
1,696.21	35.41
332.68	40.36
4,645.95	31.45

10.60	115.29
273.63	24.75
	18.24
45.47	24.45
4.78	20.25
12.10	46.67
6.43	22.52
42.09	124.68
254.66	32.85
1.65	74.00
31.35	162.03
95.86	64.65
608.62	23.81
54.76	27.43
1,442.00	32.84
141.76	27.31
	14.24
2.43	27.00
0.00	32.87
13.24	23.17
3.30	30.00
3.13	40.33
26.58	19.20
13.65	38.43
15.49	22.77
254.78	24.90
35.22	29.24
509.58	24.26
30,532.55	34.41
49.58	34.85
	26.30
140.31	23.59
112.56	35.45
3.62	100.03
137.27	59.57
493.41	48.93
191.76	24.74
284.94	66.30
3.13	31.50
591.66	55.68
28.59	42.50
2,036.83	45.94

	24.00
	24.00
	24.00
2,036.83	45.93
567.74	52.24
88.56	12.97
	26.66
71.23	65.66
67.96	27.46
36.38	46.53
0.97	28.30
410.96	37.69
638.83	39.49
5.92	30.22
175.51	101.56
260.92	28.76
3.30	155.40
19.24	186.58
1,066.60	66.45
136.81	56.67
3,550.92	46.00
	198.25
	284.20
	335.92
	386.78
	323.57
	341.20
3,550.92	49.62
48,147.25	40.76

Exhibit A
Locations

1. Erie – Circulatory Centers, 2057 West 8th St., Erie, PA 16505
2. Fox Chapel – Circulatory Centers, 300 Chapel Harbor Dr., Suite 102, Pittsburgh, PA 15238
3. Johnstown – Circulatory Centers, 106 College Park Plaza, Johnstown, PA 15904
4. Monroeville – Circulatory Centers, 4075 Monroeville Blvd., Bldg II, Suite 126, Monroeville, PA 15146
5. Pittsburgh (South Hills) – Circulatory Centers, 180 Fort Couch Road, Suite 201, Pittsburgh, PA 15241
6. State College – Circulatory Centers, 313 Logan Ave., State College, PA 16801
7. Wexford (North Hills) – Circulatory Centers, 1000 Stonewood Dr., Suite 210, Wexford, PA 15090
8. Altoona – Circulatory Centers, 2900 Plank Road, Suite 9, Altoona, PA 16601
9. Moon Robinson – Circulatory Centers, 2 Robinson Plaza, Suite 310, Pittsburgh, PA 15205
10. Morgantown – Circulatory Centers, 1010 Suncrest Towne Centre, Morgantown, WV 26505
11. Akron – Jefferson Park, 3618 West Market Street, Suite 102, Fairlawn, OH 44333
12. Middleburg Heights – Jefferson Park, 7050 Engle Road, Suite 102, Middleburg Heights, OH 44130
13. North Canton – Circulatory Centers, 4368 Dressler Rd NW, Suite 101, Canton, OH 44718
14. Canfield – Circulatory Centers, 6655 Seville Dr., Canfield, OH 44406
15. Warren – Circulatory Centers, 5000 East Market Street, Suite 31, Warren, OH 44484
16. Youngstown – 397 Churchill-Hubbard Road, Youngstown (Liberty Township), OH

EXHIBIT B

BILL OF SALE

1. Sale and Transfer of Purchased Assets. Upon this ____ day of _____, 2018, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by that certain Asset Purchase Agreement dated as of January 17, 2018, by and among _____ (the "**Buyer**") and **CIRCULATORY CENTERS OF AMERICA, LLC ("CCA")**, **THE CIRCULATORY CENTER OF PENNSYLVANIA, INC. ("CCPA")**, **THE CIRCULATORY CENTER OF OHIO, INC. ("CCOH")**, **THE CIRCULATORY CENTER OF WEST VIRGINIA, INC. ("CCWV")**, and **GEMINI HOLDINGS INC. ("Gemini")**, as amended (the "**Purchase Agreement**"), CCA, CCPA, CCOH, CCWV, GEMINI, and _____ (collectively, "**Sellers Parties**") hereby sell, assign, transfer, convey and deliver to Buyer, effective as of the Closing Date, all of Seller Parties' right, title and interest in and to the Purchased Assets relevant to the Centers listed on Schedule A (the "**Center Purchased Assets**"). Capitalized terms used and not defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

2. Terms of the Purchase Agreement. The terms and conditions of the Purchase Agreement, including, without limitation, the representations, warranties, covenants, and agreements are incorporated herein by this reference.

3. Further Assurances. Seller Parties for themselves and their successors and assigns, hereby covenant and agree that, at any time and from time to time upon the written request of Buyer, Seller Parties will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in the Buyer, its successors and assigns, title to the Center Purchased Assets.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized representatives of Buyer and each of the Seller Parties as of the date first above written.

BUYER:

SELLER PARTIES:

CIRCULATORY CENTERS OF AMERICA, LLC
a Pennsylvania limited liability company

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: Natalie Lutz Cardiello

Chapter 11 Trustee

GEMINI HOLDINGS INC
a Pennsylvania corporation

By: _____

Name: _____

Title: _____

**THE CIRCULATORY CENTER
OF PENNSYLVANIA, INC.**
a Pennsylvania corporation

By: _____

Name: Natalie Lutz Cardiello

Title: Chapter 11 Trustee

THE CIRCULATORY CENTER OF OHIO, INC.
an Ohio Corporation

By: _____

Name: Natalie Lutz Cardiello

Title: Chapter 11 Trustee

**THE CIRCULATORY CENTER OF
WEST VIRGINIA, INC.**
an West Virginia Corporation

By: _____

Name: Natalie Lutz Cardiello

Title: Chapter 11 Trustee

By:

Name:

Title:

SCHEDULE A-Centers¹

¹ To list the locations relevant to the particular Buyer.

EXHIBIT C

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "*Agreement*"), is made and entered into as of _____, 2018 (the "*Closing Date*"), by and among **CIRCULATORY CENTERS OF AMERICA, LLC, THE CIRCULATORY CENTER OF PENNSYLVANIA, INC., THE CIRCULATORY CENTER OF OHIO, INC., THE CIRCULATORY CENTER OF WEST VIRGINIA, INC., GEMINI HOLDINGS INC.,** and _____ (collectively, "*Sellers Parties*"), and _____ (the "*Buyer*").

RECITALS:

A. MVC MSO, LLC, a Delaware limited liability company as nominee for multiple entities to be named prior to the closing ("*MVC*") and certain Seller Parties are party to that certain Asset Purchase Agreement dated as of January 17, 2018, as amended (the "*Purchase Agreement*"). Capitalized terms used and not defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

B. Subject to the terms and conditions of the Purchase Agreement, Seller Parties have agreed to assign all of their respective right, title and interest in, to and under the Assumed Contracts, to multiple entities to be named in accordance with the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do agree as follows:

1. Assignment and Assumption of Center Assumed Contracts. Seller Parties, to the extent permitted by applicable law, hereby assign to Buyer and Buyer hereby accepts all of Seller Parties' right, title and interest in, to and under the Assumed Contracts relevant to the Centers listed on Schedule A (the "*Center Assumed Contracts*") and Buyer hereby assumes and agrees to pay, perform, fulfill and otherwise discharge when due all obligations relating to or arising from a Center Assumed Contract, but only to the extent such obligations do not relate to or arise from (a) a breach or failure to perform when due any of the terms of the Center Assumed Contracts prior to the Closing Date or (b) any action, omission or occurrence taking place prior to the Closing Date and resulting in any Liability under the Center Assumed Contracts.

2. No Other Assumption. For the avoidance of doubt, Buyer does not assume any Liabilities.

3. Binding Effect. This Agreement shall bind and inure to the benefit of parties hereto and their respective successors and permitted assigns. No provision of this Agreement is intended to, or shall, confer any third party beneficiary or other rights or remedies upon any person other than the parties hereto.

4. Governing Law. This Agreement, and any and all claims arising hereunder, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of laws. The parties agree that the United States Bankruptcy Court for the Western District of Pennsylvania shall have jurisdiction pursuant to this Agreement.

5. Further Assurances. Buyer Parties, Seller Parties shall execute and deliver all such other instruments and agreements and take all such further actions as may be reasonably required to carry out the transactions contemplated by this Agreement.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf) or other transmission method approved by the receiving party, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

7. Conflict. In the case of any conflict between the provisions of this Agreement and the Purchase Agreement, the Purchase Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Closing Date.

BUYER:

SELLER PARTIES:

CIRCULATORY CENTERS OF AMERICA, LLC
a Pennsylvania limited liability company

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Natalie Lutz Cardiello

Chapter 11 Trustee

GEMINI HOLDINGS INC
a Pennsylvania corporation

By: _____

Name: _____

Title: _____

**THE CIRCULATORY CENTER
OF PENNSYLVANIA, INC.**
a Pennsylvania corporation

By: _____

Name: _____

Title: _____

Natalie Lutz Cardiello

Chapter 11 Trustee

THE CIRCULATORY CENTER OF OHIO, INC.
an Ohio Corporation

By: _____

Name: _____

Title: _____

Natalie Lutz Cardiello

Chapter 11 Trustee

**THE CIRCULATORY CENTER OF
WEST VIRGINIA, INC.**
an West Virginia Corporation

By: _____

Name: _____

Title: _____

Natalie Lutz Cardiello

Chapter 11 Trustee

By:

Name:

Title:

SCHEDULE A-Centers²

² To list the locations relevant to the particular Buyer.

EXHIBIT F

TRANSITION SERVICES AGREEMENT

This **TRANSITION SERVICES AGREEMENT** (the "**Agreement**"), dated effective as of [Closing Date], 2018 (the "**Effective Date**"), by and among **CIRCULATORY CENTERS OF AMERICA, LLC**, a Pennsylvania limited liability company, **THE CIRCULATORY CENTER OF PENNSYLVANIA, INC.**, a Pennsylvania corporation, **THE CIRCULATORY CENTER OF OHIO, INC.**, an Ohio corporation, **THE CIRCULATORY CENTER OF WEST VIRGINIA, INC.**, a West Virginia corporation, each of the foregoing by and through Natalie Lutz Cardiello, in her capacity as Chapter 11 Trustee, and **GEMINI HOLDINGS INC**, a Pennsylvania corporation, (collectively, "**Seller Parties**") and **MVC MSO, LLC**, a Delaware limited liability company as nominee for multiple entities to be named prior to the Closing (collectively the "**Buyer Parties**").

RECITALS:

A. Pursuant to that certain Asset Purchase Agreement dated as of January 17, 2018 by and among Buyer Parties and Seller Parties (the "**Purchase Agreement**"), Buyer Parties purchased substantially all of the assets of the Seller Parties used or held for use in connection with the ownership and operation and/or management of medical practices that provide phlebology services and management service for phlebology practices (the "**Business**"). Capitalized terms used and not defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

B. As a condition to Buyer Parties' entering into the Purchase Agreement, Buyer Parties required that Seller Parties, among other things, enter into this Agreement to minimize any post-Closing disruption to the Business.

C. Until such time as the Buyer Parties' practice locations' necessary licensure, certifications, and registrations are obtained to Buyer Parties' satisfaction, the Parties desire to arrange for Seller Parties to continue to provide medical services in the ordinary course of business at the Buyer Parties' practice locations acquired from Seller Parties to patients covered by such of the payor agreements which have transitioned or are in the process of transitioning between Buyer Parties and the Seller Parties and/or its employed, contracted, or leased physicians with third party payors (the "**Legacy Payor Agreements**") and remain legally responsible for the provision of such medical services and the conduct of activities under the Legacy Payor Agreements.

NOW THEREFORE, in consideration of the Purchase Price paid to Seller Parties for the Purchased Assets, the covenants, warranties and mutual agreements herein set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties do hereby agree as follows:

ARTICLE 1. OBLIGATIONS OF BUYER PARTIES

1.1 Services. Parties agreed that upon the Effective Date, Buyer Parties will perform itself or direct performance of all non-clinical services relating to the general management and administration of the Business (the "**Services**"), including, but not limited to business planning, financial management, accounting and bookkeeping, administration, Patient Records maintenance, facilities management, and staffing and scheduling.

1.2 Space, Equipment, Personnel and Other Infrastructure. In addition to providing certain other products and services as Buyer Parties and Seller Parties may mutually agree, Buyer Parties will furnish the space, equipment, personnel, and such other items set forth below and as may be reasonably necessary to operate the Business and support the services under this Agreement.

(a) Office Space and Utilities. Buyer Parties may grant Seller Parties access and use of the medical office space located within the Centers (the "Office Space") appropriate and available, including all utility services related thereto, to be used to operate the Business; provided that Buyer Parties may move, relocate or close any of the Centers from time to time in its sole discretion. In accordance with the requirements of any sublease obligations undertaken by Buyer Parties, such subleases may be upon identical terms that Seller Parties' existing lease for such location and the Buyer Parties shall make monthly payments directly to the landlord in accordance with any such obligations. Buyer Parties shall have right to negotiate different terms with any landlord which terms may be likewise deemed incorporated into any existing sublease among Seller Parties and Buyer Parties.

(b) Equipment. Buyer Parties may furnish all medical equipment, office equipment, fixtures, and furnishings reasonably necessary for the operation of the Business which may include equipment that Buyer Parties purchased from Seller Parties pursuant to the Purchase Agreement (collectively, the "Equipment"). Seller Parties shall provide prompt written notice to Buyer Parties of any Equipment that may be in need of repair or replacement. The Equipment shall remain the sole property of Buyer Parties, except as may be set forth in the Purchase Agreement.

(c) Personnel. Parties acknowledge and agree that Buyer Parties may choose to notify Seller Parties prior to the Closing of the personnel who shall be hired by the Buyer Parties. Buyer Parties may also lease from Seller Parties such members of the non-clinical staff (the "Support Personnel" and together with the Clinical Providers, collectively, the "Staff") that Buyer Parties believes to be necessary for the Business and in connection with the Purchase Agreement. Support Personnel shall be subject to Buyer Parties' instruction and control, and shall act in accordance with Buyer Parties' policies, procedures, and performance standards. By entering into this Agreement, Seller Parties shall not delegate to Buyer Parties any powers, duties, or responsibilities which it is prohibited by the Legacy Payor Agreements or otherwise by applicable law from delegating.

On or after the Effective Date, subject to the Buyer Parties obtaining professional liability insurance covering the Clinical Providers (the "Coverage Date"), the Clinical Providers may become employees or contractors, as the case may be, of Buyer Parties pursuant to separate written agreements entered into by Buyer Parties with each such Clinical Providers. After the Effective Date, and subject to the Coverage Date as applicable, Buyer Parties may be responsible for (i) scheduling of work hours and shifts for the Staff, including with respect to overtime, weekends, holidays and vacations, and (ii) setting and paying the compensation and benefits of Staff.

1.3 Revenue Cycle Management. Buyer Parties may bill and collect, or may arrange for a third party to bill and collect, all professional and other fees attributable to services rendered or goods sold in the operation of the Business during the term of this Agreement, subject to any exclusions in the Purchase Agreement. The accounts receivable arising as a result of services rendered during the term of this Agreement, together with any accounts receivable pursuant to the Purchase Agreement, are collectively referred to herein as the ("Accounts Receivable"). Beginning with the date of the Closing and thereafter, Buyer Parties may bill and collect, or may arrange for a third party to bill and collect, all professional and other fees attributable to services rendered or goods sold in the operation of the for all services and procedures performed for the Business.

1.5 Right to Subcontract. Buyer Parties, without the consent of any Seller Party, may subcontract with one or more persons or entities, including any Affiliates of Buyer Parties, to perform all or any portion of Buyer Parties' obligations in this Agreement.

ARTICLE 2. OBLIGATIONS OF SELLER PARTIES

2.1 Transition Services. The Parties hereto acknowledge the transitional nature of the services described herein. Accordingly, as promptly as practicable following the execution of this Agreement, Seller Parties agree to use commercially reasonable efforts to transition each of its clinical and non-clinical service models to Buyer Parties' own internal organizational platform as Buyer Parties may request. Seller Parties shall diligently work and cooperate in good faith with Buyer Parties to transition the Business to Buyer Parties without disruption to the Business and shall perform, without limitation, the following transition services:

(a) Make introductions to, and facilitate Buyer Parties' relationships with, any and all Business vendors, suppliers, material Business contacts, and all other parties with which Seller Parties have commercial relationships in connection with the Business and work with Buyer Parties to obtain necessary consents related to the transfer of any contractual or other arrangements, in accordance with the Purchase Agreement;

(b) Assist Buyer Parties related to extending or entering into new contracts with governmental and commercial payors;

(c) Assist Buyer Parties in the performance of the non-clinical Services by the Buyer Parties or by any other third party or subcontractor of Buyer Parties;

(d) Perform and assist with the performance of such other information technology, physician credentialing, revenue cycle management, quality affairs, regulatory, human resources, payroll, or any other services requested by Buyer Parties.

2.2 Clinical Provider Representations. To Seller Parties' best knowledge and good faith diligence, Seller Parties represent and warrant, that: (i) no Clinical Provider has ever had his or her license to professional healthcare service in any state suspended, revoked or restricted; (ii) no Seller Party or Clinical Provider has ever been reprimanded, sanctioned or disciplined by any licensing board or state or local medical society or specialty board or Seller Party; (iii) no Seller Party or Clinical Provider has ever been excluded from participation in, or sanctioned by, any state or federal health care program, including, Medicare or Medicaid; and (iv) no Clinical Provider has ever been denied membership or reappointment of membership on the medical staff of any hospital and no hospital medical staff membership or clinical privileges of any Clinical Provider have ever been suspended, curtailed or revoked for a medical disciplinary cause or reason. Seller Parties shall promptly notify Buyer Parties upon the occurrence of any event or omission that reasonably could be anticipated to lead to any of the foregoing representations becoming untrue or incorrect, during the term of this Agreement.

2.3 Medical Reports. Seller Parties shall cause the Clinical Providers to timely produce, review and sign a complete written medical report for each patient receiving services at the Centers sufficient to entitle Seller Parties to full reimbursement for the services rendered. Prior to the Closing all charts and medical records of patients of the Seller Parties shall be accurate, completed in accordance with applicable law, and sealed or protected in compliance with applicable data privacy and security laws.

2.4 Payor Contracts. Seller Parties shall maintain all payor contracts existing as of the Effective Date throughout the term of this Agreement, and shall assist Buyer Parties in the transition of such payor contracts to the Buyer Parties.

2.5 Actions Requiring Buyer Parties' Consent. Notwithstanding anything herein to the contrary, no Seller Party shall perform or commit to perform any of the following actions without the prior written consent of Buyer Parties:

(a) the issuance, redemption, reclassification, recapitalization, transfer, exchange, merger, consolidation, or the consummation of any other action affecting or involving the ownership interests of the Business or Seller Parties or of any security convertible into units of ownership interests of the Business or Seller Parties;

(b) the employment, engagement, or termination of the service relationship of any existing or new member of the Staff, or grant, payment, or promise to pay any bonus or increase in the salary or rate of pay of any member of the Staff except for normal annual increases consistent as to timing and amount with past practice;

(c) the distribution of any cash, property or assets of Seller Parties to any other party except Buyer Parties for any reason whatsoever;

(d) the sale, assignment, pledge, lease, exchange, transfer or other disposition of Seller Parties' assets (which the parties agree do not include the Purchased Assets) other than in the ordinary course of business, consistent with past practice, including without limitation a mortgage or other grant of a security interest or lien on any of Seller Parties' assets or the Purchased Assets;

(e) the modification or cancelation of any insurance coverage maintained by any Seller Party immediately prior to the Effective Date;

(f) the consummation of any transaction (including the incurrence of indebtedness) or any series of related transactions, or the entering into of any contract, involving aggregate consideration in excess of \$1,000 not otherwise identified in the Purchase Agreement or related Disclosure Schedules;

(g) the amendment to the organizational documents of Seller Parties except as may be required in the Purchase Agreement prior to or at Closing; or

(h) the extension of any credit or the creation of any indebtedness to or from any Clinical Provider or any other third party.

2.6 Patient Records; Pharmaceutical Inventory. In accordance with applicable state and federal law and regulation, Seller Parties shall (a) transfer and assign the Patient Records and the Pharmaceutical Inventory to the person or entity designated by Buyer Parties to receive or maintain the Patient Records and the Pharmaceutical Inventory, and (b) take all other action and make all applicable filings in order to comply with applicable law regarding the ownership, custody and, transfer of Patient Records and Pharmaceutical Inventory. At all times prior to Closing and during the term of this Agreement, Seller Parties shall exercise due care in, and shall comply with all applicable state and federal law and regulation with respect to the retention, maintenance, confidentiality, privacy, security, access and reproduction of the Patient Records, including HIPAA and the other Health Care Laws. Further, the parties agree to enter into the Medical Records Management Agreement, *Exhibit C*, as applicable.

2.7 Patient Notification Letters. To the extent required by law, Clinical Providers shall prepare, execute, and cause to be mailed to all patients of Seller Parties such correspondence as reasonably necessary to notify all said patients that the Buyer Parties has assumed the Business medical practices previously owned by the Seller Parties, that physicians and providers of Seller Parties are now working for Buyer Parties, and that said patients should execute and return the necessary documents to Seller Parties to allow it to transfer the respective patient files of the undersigned to the Buyer Parties.

2.8 Other Operations. Notwithstanding anything to the contrary herein, Seller Parties shall make best efforts to ensure that the non-clinical services provided by the Youngstown office, which may be necessary to continue the operations contemplated hereunder, are maintained for no less than sixty (60) days after the Effective Date. All reasonable costs incurred for these short-term operations shall be the responsibility of Buyer Parties, in accordance with obligations, reporting, and accounting set forth in this Agreement.

ARTICLE 3. PAYMENTS AND EXPENSES

3.1 Payments. As payment for the leased Equipment, leased Office Space, leased Personnel, and other services provided by Buyer Parties hereunder, Seller Parties agrees to tender to Buyer Parties any and all amounts received by Seller Parties pertaining to services rendered from the Effective Date through the end of the Term, notwithstanding the date any such amounts are received by Seller Parties.

3.2 Expenses. Buyer Parties shall be responsible for the payment of any and all costs and expenses incurred by Seller Parties for providing the services herein identified during the period of time from the Effective Date through the last day of the Term. If, and to the extent that, Buyer Parties or its subsidiaries or Affiliates fail to pay any such costs or expenses, Seller Parties may remit such payments out of funds collected.

3.3 Misdirected Accounts Receivable. Each party agrees to prepare and provide the other a "Due to/Due From" schedule in a form to be mutually agreed by the parties no less than once a month after the Effective Date with supporting documentation, so that each party can determine the status of funds paid or owed to it, and thereafter as necessary and may be reasonably requested by the other party until the medical practice credentialing is complete and the Buyer Parties have received all amounts due to it for goods and services provided prior and post-Effective Date. To the extent that one party receives funds due to the other party, the receiving party agrees that it will hold such funds in trust for the other party and will not pledge, hypothecate, lien, assign, or otherwise collateralize such funds, and will remit such funds to the other party in accordance with the Due to/Due From schedule. Neither party may setoff funds owed to the other without the prior written consent of the other party.

3.4 Reconciliation. Within 10 days after the end of each schedule and within 30 days after the termination of this Agreement, the parties will reconcile all funds received, held and paid by Seller Parties and cooperate in good faith to ensure that the fees paid pursuant to this Agreement are attributable to income from after the Effective Date.

ARTICLE 4. MEDICAL PRACTICE CREDENTIALING

4.1 Formation of New Medical Practice. Seller Parties acknowledge that Buyer Parties will form new medical practices, which shall conduct business and practice medicine for the Centers subsequent to the Closing.

4.2 Credentialing of Providers. As applicable, physicians and other service providers of Seller Parties, including Staff, shall become credentialed with Buyer Parties' newly formed medical practices in states where such providers are licensed to practice medicine. Such providers shall execute the power of attorney attached hereto as *Exhibit A* to authorize Buyer Parties and its authorized agents to apply on such providers behalf for all insurance credentialing with all government and private insurance carriers and providers that Buyer Parties deems necessary so that Buyer Parties may complete such credentialing and be reimbursed from such providers' services performed for the Buyer Parties and subsequent to the Closing. Seller Parties and its providers shall assist Buyer Parties and its agents with such insurance credentialing as Buyer Parties deems necessary within the time periods provided by Buyer Parties.

ARTICLE 5.

STANDARDS OF PRACTICE AND COMPLIANCE WITH LAW

5.1 Standards of Practice. Seller Parties shall operate and conduct all aspects of the Business in which it has responsibility in accordance with applicable law and professional and ethical standards. Seller Parties shall act in a manner consistent with past practice to cause each Clinical Provider to: (a) interact in a courteous, positive and constructive manner with patients and the Support Personnel; (b) conduct all activities at the Center in compliance with applicable laws and regulations; (c) promote high standards of quality of care, business ethics and integrity; (d) maintain the confidentiality of patient information and protect confidential and proprietary information of Buyer Parties; (e) conduct activities and relationships with others so as to avoid conflicts of interest, in appearance or fact; (f) conduct business transactions with suppliers, contractors, vendors and other third parties at arms-length and free from offers or solicitation of gifts and favors, or other improper inducements; and (g) exercise responsible and reasonable stewardship to preserve and protect the assets and commercial relationships of the Business and make productive and effective use of the resources located at the Center.

5.2 Patient Privacy. Buyer Parties, as business associate of Seller Parties, agree to comply to the extent applicable with all applicable federal, state and local privacy and security laws, including without limitation the Health Insurance Portability and Accountability Act of 1996 ("*HIPAA*") and all implementing regulations issued pursuant thereto, as may be amended from time to time (45 CFR Parts 160-164). Buyer Parties shall comply with the HIPAA Business Associate Addendum attached hereto as *Exhibit B* and incorporated herein by reference.

5.3 Compliance with Health Care Fraud and Abuse Laws. Neither Seller Parties nor Buyer Parties, to the extent applicable, shall engage in any activity prohibited by any federal, state or local law or regulation relating to the referral or brokering of patients, including without limitation anti-kickback and self-referral prohibitions and limitations, as the same now exist or as they may be subsequently amended or revised.

5.4 Books and Records. Availability to Secretary and Others. If required by applicable law, the parties agree that until the expiration of four (4) years after the furnishing of Services pursuant to this Agreement, each party will make available to the Secretary of the United States Department of Health and Human Services and the United States Comptroller General, and their duly authorized representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the goods and services provided under this Agreement. No attorney-client, accountant-client or other legal privilege shall be deemed to have been waived by the parties by virtue of this provision.

5.5 No Referrals Required. Neither Seller Parties nor Buyer Parties shall have nor exercise any control or direction over the number, type, or recipient of patient referrals and nothing in this Agreement shall be construed as directing or influencing such referrals. Nothing in this Agreement is to be construed to restrict the professional judgment of the Seller Parties or any Clinical Provider to use or to

refer a patient to any medical practice or facility where necessary or desirable in order to provide proper and appropriate treatment or care to a patient or to comply with the wishes of the patient. No part of this Agreement is intended to induce, encourage, solicit, compensate for (either directly or indirectly, on either an in-cash or in-kind basis) or reimburse for referrals of any patients or business, including any patient or business funded in whole or in part by federal or state government programs (i.e., Medicare, Medicaid, TRICARE, etc.). The parties acknowledge that there is no requirement under this Agreement or any other agreement between the parties that any party refer patients or other business to another party or any of their respective Affiliates. No payment made under this Agreement shall be in return for the referral of patients or business, including those paid in whole or in part by federal or state health care programs.

5.6 Discrimination. Seller Parties shall not differentiate or discriminate in its provision of medical services to patients due to race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, or any other characteristics in violation of any applicable state, federal or local law, or the policies and procedures of Buyer Parties, with respect to such matters.

5.7 State Law Compliance. The parties have made all reasonable efforts to ensure that this Agreement complies with the prohibitions against corporate practice of medicine (where applicable) and the splitting of medical fees with non-licensed persons. The parties acknowledge that such laws may be modified or interpreted differently than is the case as of the Effective Date, and the parties intend to comply with such laws in the event of such occurrences. Buyer Parties shall not direct, control, attempt to control, influence, restrict or interfere with Sellers or any of the Clinical Providers exercise of independent clinical, medical or professional judgment in providing healthcare or medical related services prior to the Closing.

ARTICLE 6. TERM AND TERMINATION

6.1 Term. The term of this Agreement shall commence the Effective Date and shall continue until the occurrence of an event of termination described in Section 6.2 below. This term of this Agreement may be extended by a written agreement signed by both parties.

6.2 Termination. This Agreement shall terminate as follows:

(a) Buyer Parties Termination. Buyer Parties may terminate this Agreement at any time by delivering notice of its intent to terminate to Seller Parties.

(b) Seller Parties Termination. Seller Parties may terminate this Agreement only upon Bankruptcy Court approval.

6.3 Effect of Termination. Upon termination of this Agreement, neither party shall have any further obligations under this Agreement, except that: (a) the parties' obligations accruing prior to the date of termination shall survive the expiration or termination of this Agreement and (b) the parties' obligations and covenants set forth in this Agreement that expressly continue beyond the term of this Agreement (including Seller Parties' obligation to turn over proceeds received on account of Accounts Receivable) shall survive the expiration or termination of this Agreement, including, the obligations and covenants set forth in this Article 6.

ARTICLE 7. MISCELLANEOUS

7.1 Responsibility For Own Acts; Cooperation by Parties in Defense. Each party shall be responsible for its own acts or omissions in any and all claims, liabilities, injuries, suits, demands and

expenses of all kinds which may result or arise out of any alleged malfeasances or neglect caused by or alleged to have been caused by either party, their employees or representatives, in the performance or omission of any act or responsibility of either party of this Agreement. In the event a claim is made against both parties, it is the intent of both parties to reasonably cooperate in the defense of such claim and to cause their insurers to do the same. However, both parties shall have the right to take any actions they believe necessary to protect their own interests. This duty of each party to be responsible for its own acts is intended to be in addition to any common law rights to contribution or indemnification existing under applicable law which one party may have against the other.

7.2 Independent Contractors. Seller Parties and Buyer Parties are independent contractors, and as such they shall remain professionally and economically independent of the other. Buyer Parties and Seller Parties are not, and shall not be deemed to be, joint venturers, partners, employees or agents of each other. Except as set forth herein or with the other party's written consent, neither party shall have any authority to bind the other; and then only insofar as such authority is conferred herein or by such express written consent. Neither party nor any of its employees or agents shall have any claim under this Agreement or otherwise against the other party for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits. Neither party shall withhold, on behalf of the other party or any of its employees, any sums for income tax, unemployment insurance, Social Security or any other purposes.

7.3 Notices. All notices, demands, requests, consents, reports, approvals or other communications which may be or are required to be given, served, or sent pursuant to this Agreement shall be in writing and shall be mailed in the manner set forth in the Purchase Agreement.

7.4 Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto; *provided, however*, that no party hereto may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party, except that Buyer Parties may assign any of its rights or delegate any of its duties under this Agreement to any subsidiary or Affiliate of Buyer Parties.

7.5 Governing Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding any conflicts-of-law rules or principles that might refer the governance or construction of this Agreement to the laws of another jurisdiction. The parties hereto hereby irrevocably submit to the exclusive jurisdiction of the United States Bankruptcy Court for the Western District of Pennsylvania, in each case located in Pittsburgh, Pennsylvania, and appropriate appellate courts therefrom, and each party hereby irrevocably agrees that all claims in respect of such dispute or proceeding may be heard and determined in such courts, which courts shall be the exclusive courts of jurisdiction and venue. The parties irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. This consent to jurisdiction and venue is being given solely for purposes of this Agreement and is not intended to, and shall not confer consent to jurisdiction or venue with respect to any other dispute in which a party to this Agreement may become involved.

7.7 Construction. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The words "hereof," "herein" and "hereunder" and words of

similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time may be amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

7.8 Severability. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining provisions of this Agreement.

7.9 Amendment. This Agreement may not be amended, altered or modified except by an instrument in writing duly executed by the parties hereto.

7.10 Entire Agreement. This Agreement, and the agreements, instruments and documents specifically executed or given in connection with this Agreement, constitute the entire agreement between the parties with respect to the subject matters described herein, and supersede all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein. Notwithstanding the foregoing, if and to the extent any term or condition of this Agreement conflicts or is inconsistent with any terms or conditions of the Purchase Agreement, then the terms and conditions of the Purchase Agreement shall control.

7.11 Headings. Article headings and captions contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

7.12 Waiver. Any waiver of any term, covenant or condition of this Agreement by any party shall not be effective unless set forth in a writing signed by the party granting such waiver, and in no event shall any such waiver be deemed to be a continuing waiver or a waiver of any other term, covenant or condition of this Agreement.

7.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same agreement. Signatures sent by facsimile or electronic transmission shall be deemed to be originals for all purposes of this Agreement.

7.14 Additional Documents. Each party agrees to execute any document or documents that may be requested from time to time by the other party to implement or complete such party's obligations pursuant to this Agreement and to otherwise cooperate fully with such other party in connection with the performance of such party's obligations under this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

BUYER PARTIES:

MVC MSO, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

SELLER PARTIES:

CIRCULATORY CENTERS OF AMERICA, LLC
a Pennsylvania limited liability company

By: _____
Name: Natalie Lutz Cardiello
Title: Chapter 11 Trustee

THE CIRCULATORY CENTER OF PENNSYLVANIA, INC.
a Pennsylvania corporation

By: _____
Name: Natalie Lutz Cardiello
Title: Chapter 11 Trustee

THE CIRCULATORY CENTER OF OHIO, INC.
an Ohio Corporation

By: _____
Name: Natalie Lutz Cardiello
Title: Chapter 11 Trustee

THE CIRCULATORY CENTER OF WEST VIRGINIA, INC.
an West Virginia Corporation

By: _____
Name: Natalie Lutz Cardiello
Title: Chapter 11 Trustee

GEMINI HOLDINGS INC.
a Pennsylvania corporation

By: _____
Name: Thomas M. Certo
Title: President

**EXHIBIT A TO
TRANSITION SERVICES AGREEMENT**

POWER OF ATTORNEY

[To be included]

**EXHIBIT B TO
TRANSITION SERVICES AGREEMENT**

HIPAA BUSINESS ASSOCIATE AGREEMENT ADDENDUM

[To be included]

**EXHIBIT C TO
TRANSITION SERVICES AGREEMENT
MEDICAL RECORDS MANAGEMENT AGREEMENT**

[To be included]

EXHIBIT G

CLOSING CERTIFICATE

THE CIRCULATORY CENTER OF PENNSYLVANIA, INC., a Pennsylvania corporation, **THE CIRCULATORY CENTER OF OHIO, INC.** an Ohio corporation, **CIRCULATORY CENTERS OF AMERICA, LLC**, **THE CIRCULATORY CENTER OF PENNSYLVANIA, INC.**, **THE CIRCULATORY CENTER OF OHIO, INC.**, **THE CIRCULATORY CENTER OF WEST VIRGINIA, INC.**, and **GEMINI HOLDINGS INC.** (collectively, "*Sellers Parties*") (collectively, "*Seller Parties*") hereby certify, represent and warrant as of _____, 2018 (the "*Closing Date*") to _____ (collectively the "*Buyer Parties*"), as follows:

1. Each of the representations, warranties, covenants and agreements, which representations, warranties, covenants and agreements are incorporated herein as though set out in full herein, made by Seller Parties in that certain Asset Purchase Agreement dated as of January 17, 2018, by and among Buyer Parties and Seller Parties, as amended (the "*Purchase Agreement*") and all exhibits thereto (A) were true, and correct in all respects on and as of the effective date of the Purchase Agreement, and (B) are true and correct in all respects and not breached as of the Closing Date and immediately following the Closing.

2. Each covenant and obligation of Seller Parties to be performed prior to or at Closing pursuant to the Purchase Agreement has been performed and all conditions to Closing have been satisfied (unless expressly waived by Buyer Parties).

3. The undersigned acknowledges that this Closing Certificate is being delivered to Buyer Parties pursuant to the Asset Purchase Agreement and that Buyer Parties will rely on this Closing Certificate in closing the transactions contemplated by the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Closing Certificate has been executed as of the Closing Date.

BUYER:

SELLER PARTIES:

CIRCULATORY CENTERS OF AMERICA, LLC
a Pennsylvania limited liability company

By: _____
Name:
Title:

By: _____
Name: Natalie Lutz Cardiello
Title: Chapter 11 Trustee

GEMINI HOLDINGS INC
a Pennsylvania corporation

By: _____
Name:
Title:

**THE CIRCULATORY CENTER
OF PENNSYLVANIA, INC.**
a Pennsylvania corporation

By: _____
Name: Natalie Lutz Cardiello
Title: Chapter 11 Trustee

THE CIRCULATORY CENTER OF OHIO, INC.
an Ohio Corporation

By: _____
Name: Natalie Lutz Cardiello
Title: Chapter 11 Trustee

**THE CIRCULATORY CENTER OF
WEST VIRGINIA, INC.**
an West Virginia Corporation

By: _____
Name: Natalie Lutz Cardiello
Title: Chapter 11 Trustee

By:

Name:

Title: